

**STATE OF CALIFORNIA**  
**DEPARTMENT OF CORRECTIONS**  
**AND REHABILITATION**  
**INVITATION FOR BID**

**BID NO. 6000001178**

Date: April 4, 2013

The California Department of Corrections and Rehabilitation (CDCR), Office of Peace Officer Selection, hereafter referred to as the State, is inviting responses to this Invitation For Bid (IFB) entitled **Pre-Employment Psychological Screening Services**.

In accordance with the California Government Code and Americans with Disabilities Act, this IFB is available in a text-only format on a compact disc as a disability-related reasonable accommodation.

To discuss how to receive a copy of this IFB in the specified format or to request a different format, please contact the person identified below.

This IFB package contains the following documents (except as otherwise indicated). Please note that you must comply with the requirements contained in **all** of these documents.

- Notice to Prospective Bidders
- Bidder Acknowledgment/Certification (OBS 300)
- Bid Submittal Checklist
- Sample Standard Agreement (STD 213)
- Scope of Work (Exhibit A)
- Budget Detail and Payment Provisions (Exhibit B)
- Rate Sheet (s) (Exhibit B-1)  
*Electronically downloaded bid package includes an Excel spreadsheet file in addition to the PDF version (for additional information, see Exhibit B-1, first paragraph). Bidders should include a compact disc of the completed Excel version on the Rate Sheet **along with the printed version when submitting their bid.***
- CDCR Service Regions (Exhibit B-2)
- General Terms and Conditions (Exhibit C)  
*This document is incorporated in this bid package by reference only and is available on the Internet at <http://www.documents.dgs.ca.gov/ols/GTC-610.doc> .*

*If you do not have Internet access, you may request a hard copy of Exhibit C by contacting the contract analyst listed below.*

- Special Terms and Conditions (Exhibit D)
- HIPAA Business Associates Agreement (Exhibit E)
- Standard Contractor Certification Clauses (CCC)  
*This document is incorporated in this bid package by reference only and is available on the Internet at <http://www.documents.dgs.ca.gov/ols/CCC-307.doc>. You **MUST** submit an original signed copy with your bid package. If you do not have Internet access, you may request a hard copy of the CCC by contacting the contract analyst listed below.*
- Payee Data Record (STD 204)
- Non-Small Business Preference Request and Subcontractor Acknowledgement (OBS 555)
- Darfur Contracting Act (OBS 1500)
- Iran Contracting Act (OBS 1502)
- Subcontractor/Consultant List
- Sample Certificate of Insurance
- CDCR Template of CDCR Report Format (Attachment 1)
- CDCR Template Report Format With Outline (Attachment 2)
- Completed Sample CDCR Report With Outline (Attachment 3)
- CDCR Technical and Procedural Directives (Attachment 4)
- CDCR Map of Regions (Attachment 5)
- CDCR Peace Officer Classifications (Attachment 6)

**NOTE: If your bid exceeds \$15,000, failure to submit the completed DVBE worksheets with your bid proposal will result in automatic rejection of your bid.**

It is the opinion of the State that this IFB is complete and without need of explanation. However, if any documents are missing, or if you have any questions regarding this IFB, immediately contact the person identified below.

**Marie Bevilaqua**  
**(916) 255-5698**  
**marie.bevilaqua@cdcr.ca.gov**  
**California Relay Service 1-800-735-2929**

**THE STATE OF CALIFORNIA**  
**Department of Corrections and Rehabilitation**  
**NOTICE TO PROSPECTIVE BIDDERS**  
**Pre-Employment Psychological Screening Services**  
**Bid No. 6000001178**

**I. PROJECTED TIMETABLE**

The following dates are set forth for informational and planning purposes only and are subject to change.

IFB Available to Prospective Bidders	April 4, 2013
Letters of Inquiry/Final Date to Submit Inquires	1:00 p.m., April 15, 2013
Response to Letters of Inquiry	April 25, 2013
Submission of Bid	3:00 p.m., May 2, 2013
Public Bid Opening	2:00 p.m., May 7, 2013
Anticipated Date for Commencement of Services	July 1, 2013 or Upon Approval Whichever occurs later
Termination of Agreement	June 30, 2015

**I. BIDDER QUALIFICATIONS AND LICENSING REQUIREMENTS**

Bidder qualifications and licensing requirements (if any) are specified below and in Exhibit A. Unless otherwise stated, the bidder shall meet all qualifications and licensing requirements at the time of the bid opening.

- One of the following: Must be a psychologist licensed by the California Board of Psychology who has at least the equivalent of five full-time years of experience in the diagnosis and treatment of emotional and mental disorders, including the equivalent of three full-time years accrued post-doctorate; or be a physician and surgeon who holds a valid California license to practice medicine, has successfully completed a postgraduate medical residency education program in psychiatry accredited by the Accreditation Council for Graduate Medical Education, and has at least the equivalent of five full-time years of experience in the diagnosis and treatment of emotional and mental disorders, including the equivalent of three full-time years accrued after completion of the psychiatric residency program; and,

- Have no current or pending charges or complaints and not currently under or pending investigation before the respective Licensing Board. Further, CDCR reserves the right to disqualify any interviewing doctor having a history of past legal charges or ethical complaints filed with any licensing authority or professional society. CDCR will have final authority in determining whether such prior charges or complaints are significant in protecting the interests of the State; and,
- Minimum of one year experience in interpreting objective psychological assessment profiles of adults (especially, the MMPI-2 and 16PF); and,
- Must be in compliance with any current POST education and training requirements developed for the conduct of pre-employment psychological screening of peace officers; and,
- Must have verifiable experience in the application of clinical assessment procedures and report writing with adult populations for three years. Most desirable is at least one year of assessment experience of law enforcement/correctional job applicants; and,
- All Contractors, primary subcontractors and subcontractors performing services under this Agreement must supply a resume and references.

## **II. PROHIBITION ON TAX DELINQUENTS**

Persons or companies identified as the largest tax delinquents by the Franchise Tax Board (FTB) or the Board of Equalization (BOE) under authority of Sections 7063 or 19195 of the Revenue and Taxation Code, shall be disqualified from the bidding process.

Pursuant to PCC §10295.4. Contracts are void and unenforceable if a Contractor included on tax delinquency lists.

(a) Notwithstanding any other law, a state agency shall not enter into any contract for the acquisition of goods or services with a contractor whose name appears on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. Any contract entered into in violation of this subdivision is void and unenforceable.

(b) This section shall apply to any contract executed on or after July 1, 2012.

## **III. BIDDER RESPONSIBILITIES & THE BID PACKAGE**

Bidders are solely responsible for understanding the scope of work and all requirements, terms, conditions, evaluation criteria, etc., before submitting a bid. If the language is unclear or ambiguous, it is the bidder's responsibility to request clarification or assistance before submitting a bid. Please note that no verbal information will be binding upon the State unless the State issues such information in writing as an official addendum. If the IFB is modified prior to the final bid submission date, the State will issue an addendum to all bidders that received a bid package.

Bidder shall provide rate(s) on Rate Sheet (Exhibit B-1) and

NOTE:

1. Any quantities listed on Exhibit B-1 are CDCR's estimates only and are offered as a basis for the comparison of bids. The State does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to omit portions of the work as may be deemed necessary or advisable by the State.
2. In the case of a discrepancy between the Unit Price (e.g., Hourly Rate, Cost per Service) and Item Total (e.g., Hourly Rate x Hours Worked = Item Total), the Unit Price shall prevail. However, if the Unit Price figure is ambiguous, illegible, uncertain, or is omitted, the Item Total shall be divided by the estimated usage (e.g., Hours Worked) to determine the Unit Price. In the case of a discrepancy between the Basis of Award and the sum of the Item Totals, the sum of the Item Totals shall prevail.
3. The amount of the total bid will be rounded up to the nearest whole dollar when the Agreement documents resulting from this bid are prepared.

A lump sum total for all services stated herein must be entered on Exhibit B-1 Rate Sheet. Bidder shall set forth rates in clear, legible figures in the spaces provided in Exhibit B-1. Failure to provide the required lump sum total shall be cause for rejection of your bid.

All required documents listed in the Bid Submittal Checklist must be included within the sealed bid package. No bid will be considered unless it is submitted with the CDCR Bidder Acknowledgement/Certification form (OBS 300) and Exhibit B-1 Rate Sheet and is in conformance with the submission requirements of this IFB. Additionally, an original, signed copy of all pages of the Contractor Certification Clause (CCC) must be submitted to CDCR with the completed bid package. The State reserves the right to request clarification of any documents included with this bid.

The bid must be for the entire activity described herein. The State does not accept alternate contract language from a prospective Contractor. A bid with such language will be considered a counter proposal and will be rejected. Additionally, bids may be rejected if the bid proposal shows any alterations of form, additions not called for, a conditioned or incomplete bid, or erasures and/or irregularities of any kind. Any bid amounts changed after the amounts are originally inserted **MUST** be initialed in ink by the bidder.

Failure to submit required documentation may result in the rejection of your bid.

#### **IV. BID SUBMITTAL**

Sealed bids must be received no later than the time and date specified in the Projected Timetable (Section I of these instructions) at the designated address stated below.

MAIL DELIVERY,  
HAND DELIVERY, or  
OVERNIGHT MAIL:

California Department of Corrections and Rehabilitation  
Office of Business Services, Contracts Management Branch  
Attention: Marie Bevilaqua  
10000 Goethe Road, Suite C-1  
Sacramento, CA 95827

Any bid received at the above address after the Submission of Bid date and time specified in the Projected Timetable, Section I, will **NOT** be considered. It is the State's policy to make every effort to ensure that all bids have been received and properly time stamped; however, bidders are ultimately responsible for ensuring timely receipt of their bid. Bidders may verify receipt of their bid by contacting the person identified in the cover letter of this IFB prior to the Public Bid Opening.

Bids that are not properly marked may be disregarded. All completed bids and required documents shall be packaged and submitted in a sealed envelope to the address specified in the section entitled "Bid Submission Requirements". The sealed envelope must be clearly marked "**BID FOR Pre-Employment Psychological Screening Services - BID NO. 6000001178 Attention: Marie Bevilaqua - DO NOT OPEN.**" Failure to do so may result in the premature opening of, or failure to open, your bid.

In submitting a bid, the bidder accepts the terms and conditions expressed herein. Costs incurred for developing bids and in anticipation of award of the Agreement are the responsibility of the bidder and shall not be charged to the State.

A bidder may modify a bid after its submission by withdrawing the original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.

A bid may be withdrawn from consideration by submitting a written withdrawal request to the State, signed by the bidder or an authorized agent. Once opened by the State, the submitted bid is binding and may not be withdrawn without cause.

All documents submitted in response to this IFB will become the property of the State and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.

**V. LETTERS OF INQUIRY**

The purpose of these letters is to provide bidders the opportunity to ask questions and/or provide feedback to CDCR on the specifics of the IFB and/or DVBE requirements. While some input may be incorporated into the IFB, remarks and explanations submitted may not necessarily change provisions of the IFB. Any modifications to the IFB as a result of these inquiries will be documented by an addendum and forwarded to all bidders.

Any letters of inquiry must be submitted in writing to allow CDCR time to research and prepare a response. Submit your letter of inquiry by April 15, 2013 directly to Marie Bevilaqua, Contracts Management Branch, by any of the following:

Mail: 10000 Goethe Road, Suite C-1  
Sacramento, CA 95827

FAX: (916) 255-6187

E-mail: marie.bevilaqua@cdcr.ca.gov

Inquiries received after this date will only be addressed at CDCR's discretion.

#### **VI. PUBLIC BID OPENING**

If you are planning to attend the public bid opening, you must notify the contact person listed in the cover letter of this IFB five (5) working days before the bid opening date specified in Section I – Projected Timetable. If you and/or your representative require reasonable accommodation to participate in the Public Bid Opening, you must contact the contract analyst identified in this package and identify what reasonable accommodation(s) is required for you to participate.

At the time of the public bid opening, the dollar amount of each bid shall be read. The contract award is subject to a complete review of the entire bid proposal for compliance and adherence to the IFB requirements, verification of all calculations and claimed preferences, and compliance with DVBE Mandatory participation requirements, if applicable.

#### **VII. NONRESPONSIBLE BIDDER**

If a previous Agreement with a prospective bidder was terminated for cause, the State reserves the right to hold a responsibility hearing before awarding the Agreement to determine if the bidder is responsible. The bid may be rejected if the State deems, at the conclusion of the responsibility hearing, that the bidder is not responsible.

#### **VIII. BASIS FOR AWARD**

The award of an Agreement, if it is to be awarded, will be made to the lowest responsible bidder whose bid complies with all requirements prescribed herein. In the event a bidder submits more than one (1) bid for the same institution/service under this bid process, the State shall select the lowest bid and reject all other bids from this bidder.

The State is not required to award an Agreement and reserves the right to reject any and all bids and to waive any immaterial deviations in the bid. The State's waiver of an immaterial deviation shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the Agreement.

The State intends to award one or more Agreements to the lowest responsible bidder(s). The State reserves the right to award either 1) one Agreement for all regions specified herein, 2) one Agreement per each region location, e.g., Northern or Southern or 3) one Agreement per region. This determination will be based on what is in the best interest of the State.

Bidders may submit bids for any and all regions which are: Upper Northern (Redding), North (Sacramento), Central (Fresno) and Southern (Los Angeles). If a bidder is the lowest bidder for more than one region, all of the regions awarded to that bidder will be incorporated into one Agreement.

**IX. PROTEST AWARD**

Information regarding the protest of an award may be found by going to [www.ols.dgs.ca.gov/Contract+Manual/Chapters4through6.htm](http://www.ols.dgs.ca.gov/Contract+Manual/Chapters4through6.htm), under Chapter 6: Contract Award Protests.

A protest to this bid must adhere to Public Contract Code (PCC) Section 10345.

The envelope containing the written protest must clearly state: **"Protest Concerning IFB Number 6000001178 for the California Department of Corrections and Rehabilitation"**. Protests **MUST** be filed with:

ORIGINAL	COPY
<b>HAND OR MAIL DELIVERY</b>	<b>HAND OR MAIL DELIVERY</b>
Department of General Services Office of Legal Services Attn: Protest Coordinator 707 Third Street, 7 <sup>th</sup> Floor West Sacramento, CA 95605	Department of Corrections and Rehabilitation Office of Business Services Contracts Management Branch 10000 Goethe Road, Suite C-1 Sacramento, CA 95827

**X. AGREEMENT EXECUTION**

The Agreement will be executed only upon the State's acceptance of the Contractor's certificates of insurance, bonds, licenses, and permits, when such items are required. Should the Contractor fail to commence work at the agreed-upon date and time, the State, upon five (5) days written notice to the Contractor, reserves the right to terminate the Agreement.

The successful bidder shall enter into an Agreement with the State, which will be prepared on a State of California Standard Agreement (STD 213 form, sample attached) and shall include from this IFB Exhibits A, B, B-1, B-2, D, E and Attachments 1-6.

This Agreement will not include a hard copy of the General Terms and Conditions for Private Contractors (Exhibit C), which is incorporated into the Agreement by reference only on the STD 213. Also not provided is a hard copy of the Contractor Certification Clauses (CCC). Exhibit C and the CCC may be downloaded from the Internet at [www.ols.dgs.ca.gov/standard+language](http://www.ols.dgs.ca.gov/standard+language) and printed for your files. An original, signed copy of all pages of the CCC must be submitted to CDCR. Failure to submit a signed CCC may result in rejection of your bid.

After award, two (2) original Standard Agreements will be forwarded to the Contractor for signature. Upon receipt, the Contractor must sign each Agreement with an original signature and return all Agreements with any required documentation in accordance with the time frame specified in the transmittal letter. In the event the State has not received the signed Agreements and the required documentation within the specified time frame, the award may be rescinded and awarded to the next lowest responsible bidder.



This Agreement is not valid unless and until approved by the Department of General Services, or, under its authority CDCR. The State has no legal obligation unless and until the Agreement is approved. Any work commenced by the Contractor prior to approval may be considered voluntary and the Contractor may have to pursue claim for payment by filing with the California Victim Compensation and Government Claims Board. When the Agreement is fully approved, a copy will be forwarded to you.

**XI. EXTENSION OF TERM**

This Agreement may be amended to extend the term, if it is determined to be in the best interest of the State. Upon signing the amendment, Contractor hereby agrees to provide services for the extended period at the rates specified in the original Agreement.

**XII. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM**

This IFB is exempt from the DVBE requirement. However, the State is committed to achieving legislatively established goals for the participation of DVBEs in all state contracting and seeks to use certified DVBE business whenever possible. Therefore, the State requests your voluntary participation in reporting any certified DVBEs, including yourself, that will be used in the performance of this Agreement.

**XIII. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) INCENTIVE**

CDCR is committed to meeting and exceeding the 3 percent goal for Disabled Veteran Business Enterprise (DVBE) participation in State contracting activities, set forth in Military and Veterans Code 999. The DVBE Incentive Program applies to all contracting activities for services including public works, construction, services, leasing, materials testing, and other related contracts. The DVBE incentive is applied during the evaluation process and is only applied to responsive bids from responsible bidders proposing DVBE participation. This incentive is for bid computation only.

To be eligible for the DVBE incentive, the business must:

1. Complete DVBE Incentive Request and Subcontractor Acknowledgement form (OBS 554) and submit with bid proposal.
2. Have a completed DVBE application on file with DGS, OSDS by 5:00 p.m. on the date bids are due.

For certification and preference approval process information, contact the DGS OSDS by telephone at (916) 375-4940 or access the DGS OSDS Internet website at <http://www.pd.dgs.ca.gov/dvbe/default.htm>

**Award Based on Low Price**

The incentive shall be equal to a bidder's DVBE participation level (rounded to the nearest two decimal places).

<b>DVBE PARTICIPATION LEVEL</b>	<b>INCENTIVE APPLIED</b>
1.0 - 1.99%	1%
2.0 UP TO 2.99%	2%
3.0 UP TO 3.99%	3%
4.0 UP TO 4.99%	4%

5.0 UP TO 5.99%	5%
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1. The incentive is subject to a minimum of one percent (1%) and a maximum of five percent (5%) and will not exceed \$500,000. Bids with DVBE participation of more than five (5%) percent will be calculated with a five percent (5%) incentive.
2. Bidders with DVBE participation of less than the required percentage listed in the solicitation will be deemed non-responsive and eliminated from any further participation.
3. The Small Business Preference (five percent (5%) up to \$50,000) may be combined with the DVBE incentive but will not exceed a combined total of \$500,000.
4. The DVBE incentive is computed from the lowest responsive and responsible bid price.

#### **XIV. SMALL BUSINESS PREFERENCE PROGRAM**

Current law encourages state departments to first consider a Small Business (S/B) Enterprise / Microbusiness (M/B) Enterprise for contracting opportunities. CDCR is committed to supporting Small/Micro Business participation in state contracting and seeks to use certified Small/Micro Businesses whenever possible.

A Small/Micro Business enterprise is defined as a business certified by the Department of General Services (DGS), Office of Small Business and Disabled Veteran Business Enterprise Certification Services (OSDS) in which:

1. The principal office is located in California
2. The officers are domiciled in California
3. The business is independently owned and operated
4. The business, with any affiliates, is not dominant in its field of operation; and
  - a. For Small Business, either:
    - (1) The business, together with any affiliates, has 100 or fewer employees and averaged annual gross receipts of \$14,000,000 or less over the previous three years, or
    - (2) The business is a manufacturer with 100 or fewer employees
  - b. For Micro Business, either:
    - (1) The business, together with any affiliates, has 25 or fewer employees and averaged annual gross receipts of \$3,500,000 or less over the previous three years, or
    - (2) The business is a manufacturer with 25 or fewer employees.

Section 14835, et seq., of the California Government Code requires that a five percent (5%) preference be given to bidders who certify as a Small/Micro Business enterprise. The rules and regulations of this law are contained in Title 2, California Code of Regulations, Section 1896, et seq. A copy of the regulation is available upon request.

To claim the Small/Micro Business preference, which may not exceed \$50,000 for any bid, your firm must:

1. Have a completed application (including proof of annual receipts) on file with the DGS, OSDS, by 5:00 p.m. on the date bids are due, and

2. Receipt of documents verified by such office.

Therefore, if you are a Small/Micro Business, but are not certified, it is to your advantage to become certified. For certification and preference approval process information, contact the OSDS by telephone at (916) 375-4940 or access the OSDS Internet website at [www.pd.dgs.ca.gov/smbus/getcertified.htm](http://www.pd.dgs.ca.gov/smbus/getcertified.htm).

#### **XV. NON-SMALL BUSINESS PREFERENCE REQUEST**

Pursuant to Title 2, CCR Section § 1896, et seq., and GC Section § 14838, et seq., a bid preference of five percent (5%) is available to a responsive non-small business claiming no less than twenty-five percent (25%), Small Business/Micro Business (SB/MB) subcontractor participation with one or more SB/MB enterprises. This preference is considered only if the tentative low bidder is not a certified SB/MB.

In granting the Non-Small Business Preference, no bid price will be reduced by more than \$50,000. This preference cost adjustment is for bid evaluation purposes only and does not alter the actual cost offered by the bidder.

A non-small business is defined as a responsive/responsible bidder that is not certified by the DGS OSDS as a SB/MB enterprise.

To be eligible for the non-small business preference, the business prime vendor must complete and submit the Non-Small Business Preference Request and Subcontractor Acknowledgement form (OBS 555) with their bid proposal.

#### **XVI. NONPROFIT VETERAN SERVICE AGENCY (NVSA) SMALL BUSINESS PREFERENCE**

Pursuant to Military and Veteran Code Section 999.50 et seq., Nonprofit Veteran Service Agencies (NVSAs) claiming Small/Micro Business preference and verified as such in the relevant category or business type, will be granted a preference of five percent (5%) of the lowest responsive bid, if the lowest responsive bid is submitted by a bidder not certified as a Small/Micro Business.

In granting Small/Micro Business preference to NVSAs, no bid will be reduced by more than \$50,000. The preference cost adjustment is for computation purposes only and does not alter the actual cost offered by the bidder.

To be eligible for the NVSA Small/Micro Business Preference, the business concern must:

1. request preference at the time of bid submission, and
2. must possess a valid certification prior to bid submission.

An SB/NVSA is not subject to the same standards as other certified Small/Micro businesses. SB/NVSA standards are identified in Military and Veterans Code Section 999.51(a) (3).

**XVII. IDENTIFICATION OF CONTRACTORS, SUBCONTRACTORS, CONSULTANTS: SMALL/MICRO BUSINESS AND DVBEs**

CDCR must identify all contractors, subcontractors, and consultants who will provide labor or render services in the performance of this Agreement and further identify whether any of the listed subcontractors and consultants are a certified Small/Micro business, or a certified DVBE. Therefore, the bidder must complete a Bidder Declaration (GSPD-05-105). If any changes occur in the submitted original GSPD-05-105, the Contractor shall notify the Office of Business Services (OBS), in writing within ten (10) working days of those changes, including any changes to Small/Micro business or DVBE status.

CDCR asks that you encourage any subcontractor(s) and/or consultant(s) not currently certified as a Small/Micro business or DVBE that may meet the certification requirements specified herein to become certified through the DGS, OSDS. Please provide those subcontractor(s)/consultant(s) the OSDS contact and certification information provided above.

If you are a certified Small/Micro business enterprise and fail to complete the Prime Contractor information of the CDCR Bidder Acknowledgement/Certification form (OBS 300), your business shall be classified as a large business, which will preclude your bid from receiving the five percent (5%) Small/Micro business preference and can cause incorrect reporting of Small/Micro business and large business participation by CDCR.

If you are a certified DVBE and fail to specify that information on the CDCR Bidder Acknowledgement/Certification form, (OBS 300) your business shall be classified as a large business, which will preclude your bid from receiving any range of the DVBE incentive and cause incorrect reporting of DVBE participation by CDCR.

**XVIII. BIDDER PROVIDING FACILITY(IES)**

Bidders providing facility(ies) for their services must specify the complete address(es) of the facility(ies) where the services will be performed in the appropriate section on the Bidder Acknowledgement/Certification form (OBS 300) in the spaces provided.

The bidder hereby authorizes the State to insert the bidder's facility(ies) as listed in the CDCR Bidder Acknowledgement/Certification form (OBS 300) into the contract Exhibit A Scope of Work.

Enclosures

The bidder hereby agrees to provide all labor, materials, supplies, licenses, permits, equipment and transportation necessary to perform all services required for the foregoing titled work in accordance with the Scope of Work, all Terms and Conditions, Disabled Veteran Business Enterprise (DVBE) requirements, if applicable, and such addenda thereto as may be issued before the public bid opening date, at the rates set forth by the bidder in Exhibit B-1, Rate Sheet. **Exhibit B-1 Rate Sheet must be submitted with this Bidder Acknowledgement/Certification form.**

Exhibit B-1 Rate Sheet shall remain in force for the stated term of this Agreement and shall include every item of expense, direct and indirect, including any taxes incidental to the specified rates.

By virtue of submitting this bid, the undersigned is accepting the terms and conditions expressed in this IFB. Any and all services performed outside the scope of this Agreement shall be at the sole risk and expense of the bidder.

COMPANY NAME:	
STREET ADDRESS:	P.O. BOX:
CITY, STATE AND ZIP CODE:	CITY, STATE AND ZIP CODE:
TELEPHONE NUMBER: (       )	FAX NUMBER: (       )
FEDERAL ID or SOCIAL SECURITY NUMBER:	E-MAIL ADDRESS:
TAX STATUS <input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Estate or Trust <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (State in which incorporated _____) <input type="checkbox"/> Other: _____	

By signing this document, I **CERTIFY UNDER PENALTY OF PERJURY**, that I am duly authorized to legally bind the prospective proposer/bidder to the requirements of this bid document. This certification is made under the laws of the State of California.

PRINT NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE OF AUTHORIZED REPRESENTATIVE:	DATE:

**Bidding Preferences Claimed** (Check only the preferences claimed)

Preferences:	Certification Number/Expiration Date
<input type="checkbox"/> DGS certified Small Business	
<input type="checkbox"/> DGS certified Micro Business	
<input type="checkbox"/> Non-Small Business Subcontractor Preference (committing use of 25% or more of DGS certified Small/Micro Business Subcontractors) include the OBS 555	
<input type="checkbox"/> DGS certified Disabled Veteran Business Enterprise	
<input type="checkbox"/> DVBE Incentive requested by bidder (include the completed OBS 554 with bid)	
<input type="checkbox"/> NVSA preference request	
Check all that bidder is applying for: <input type="checkbox"/> TACPA <input type="checkbox"/> LAMBRA <input type="checkbox"/> EZA    Attach all applicable forms	

**Bidder Providing Facility(ies)** If the bidder is supplying the facility(ies) for services, please specify the complete address(es) of the facility(ies) where services will be provided (use additional sheets if necessary). The bidder hereby authorizes the State to insert the bidder's facility(ies) listed below into the Exhibit A Scope of Work.

<b>Street Address, City, State, Zip Code</b>

<b>Street Address, City, State, Zip Code</b>

## BID SUBMITTAL CHECKLIST

### OFFICE OF PEACE OFFICER SELECTION PSYCHOLOGICAL SCREENING SERVICES

IFB No. 6000001178

Use this checklist to ensure that the documents identified below are included in your company's bid package. Place a check mark or "X" next to each document being submitted to the State. Failure to submit these documents may be cause for rejection of your bid. This checklist should also be returned with your bid.

A complete bid will consist of the documents identified below.

**NOTE TO BIDDER:** The company name identified on all documents submitted to the State (e.g., licenses, permits, certifications) must be identical to the company name written on the Bidder Acknowledgement/Certification (OBS 300). Failure to comply may cause delays in the award or result in the rejection of your bid.

- Bid Submittal Checklist (this checklist)
- Bidder Acknowledgement/Certification (OBS 300)
- Rate Sheet (Exhibit B-1)
- Copy of Contractor Certification Clauses (CCC)  
The CCC can be found on the Internet at <http://www.ols.dgs.ca.gov/standard+language>. The first page must be signed and submitted prior to the award of the contract, but is not required if the bidder has submitted this form to the awarding agency within the last three (3) years.
- Original Payee Data Record (STD 204)
- Non-Small Business Preference Request and Subcontractor Acknowledgement (OBS 555)
- Darfur Contracting Act (OBS 1500)
- Iran Contracting Act (OBS 1502)
- Subcontractor/Consultant List
- Copy of Certificate of Insurance and Workers Compensation (Submit upon award of contract)
- Copy of Medical Professional Liability (Submit upon award of contract)
- Copy of valid California city or county business license (if applicable) or, if a corporation located within the State of California, incorporation documents or letter from the Secretary of State or, if not a California business, an affidavit that business is in good standing with the state, province or country in which business is headquartered.
- Copy of valid California Psychology License for each psychologist and subcontractor that provides services under this agreement.
- Copy of resume and references for each qualifying individual meeting the eligibility requirements (listed in the Scope of Work) that provides services under this agreement.

AGREEMENT NUMBER

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

CONTRACTOR'S NAME

2. The term of this Agreement is: \_\_\_\_\_ through \_\_\_\_\_

3. The maximum amount of this Agreement is: \$ \_\_\_\_\_

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work \_\_\_\_\_ page(s)

Exhibit B – Budget Detail and Payment Provisions \_\_\_\_\_ page(s)

Exhibit C\* – General Terms and Conditions \_\_\_\_\_

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) \_\_\_\_\_ page(s)

Exhibit - D\* Special Terms and Conditions \_\_\_\_\_ page(s)

Exhibit E – Additional Provisions \_\_\_\_\_ page(s)

*Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)*

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**STATE OF CALIFORNIA**

AGENCY NAME

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**California Department of General Services Use Only**

Exempt per:

**Office of Peace Officer Selections  
Pre- Employment Psychological Screening Services**

**A) INTRODUCTION**

The California Department of Corrections and Rehabilitation (CDCR), Office of Peace Officer Selection (OPOS), provides pre-employment psychological screening of all candidates for the Department's positions designated as peace officers. Pursuant to the requirements of Government Code section 1031(f), Penal Code section 13601(a), California Code of Regulations sections 172.4 through 172.11, and Peace Officer Standards and Training Commission regulations (POST), psychological screening is intended to identify those individuals, who because of mental or emotional conditions and/or maladaptive personality characteristics, are unable to perform peace officer duties in a safe and effective manner.

OPOS' Psychological Screening Program, is composed of a core staff of Psychologists who make the dispositional screening decisions after reviewing all screening data and information for each candidate. A crucial component of the screening procedure involves a face-to-face evaluation interview with each peace officer candidate by a qualified doctor, who submits a detailed report of findings to OPOS. These interviews, located in the various main geographic regions of the state, are conducted by OPOS psychologists or psychologists under contract.

CDCR reserves the option to amend the original Agreement to add additional money and/or extend the contract for up to a two (2) year contract term.

**B) CONTRACTOR'S RESPONSIBILITIES**

Contractor shall be a qualified doctor to perform psychological evaluation interviews for peace officer candidates that will include, but may not be limited to, the following elements:

1. Review of psychological test profiles, pertinent psychological history records, and background investigation information at least two business days prior to the scheduled interview date. Materials will be provided by OPOS. If any issues are discovered with the documents or materials it will be the Interviewing Doctors' obligation to immediately notify OPOS and resolve the issue prior to conducting the interview.
2. Conduct semi-structured evaluation interviews. All evaluation interviews will be scheduled no less than 75 minutes apart and are required to last a minimum of 45 minutes.
3. At CDCR discretion cases may be referred for a "second opinion" to gain a different perspective through another more detailed and in-depth evaluation. These cases involve matters of such complex and/or subtle, but critical, differentiations of psychological factors that a more extensive interview and subsequent report are needed to determine suitability.
4. Peace Officer Psychological Evaluations (POPE) are valid for one year. Peace officer candidates who have not been hired within the one year timeframe, will be required to



undergo an updated POPE. The cost of the updated evaluation interview shall be conducted at a reduced rate of the original POPE cost.

5. All contractors and their subcontractors are required to attend three (3) days of training provided by OPOS, two of which will be required prior to performing any evaluation. Time and travel expenses for these training sessions shall not be reimbursed by OPOS and shall be at the contractors' expense to attend.
6. OPOS will provide written guidelines outlining important procedural requirements of OPOS' program, operations and professional expectations. It will be the responsibility of each Interviewing Psychologist to become thoroughly familiar with these guidelines, as they will constitute the standards by which the professional work of the doctors will be evaluated. Failure to follow the requirements outlined in these guidelines may result in the termination of services.
7. All Interviewing Doctors will be expected to demonstrate the following:
  - A comprehensive understanding of psychopathology and psychological factors that can affect peace officer work performance.
  - A comprehensive understanding of the psychological tests used in the screening process, as well as the clinical significance of test results.
  - Excellent interpersonal and interviewing skills.
  - Professional behavior at all times.
  - Arriving on time for all interviews.
  - OPOS' systems and responding to OPOS' needs requests within forty-eight (48) hours.
  - Cogent, well-reasoned, fully substantiated and professionally written reports. **(See Attachment 1) Template of CDCR Report Format Sample, (See Attachment 2) CDCR Report Format With Outline and (See Attachment 3) Completed CDCR Sample Report.**

The work of all Interviewing Doctors will be monitored and evaluated by the professional staff of the OPOS for timeliness, professional thoroughness and responsiveness to OPOS' needs and concerns. It shall be the responsibility of OPOS to address any deficiencies in services with the service provider(s). Contractors shall be allowed the opportunity to correct any deficiencies within forty-eight (48) hours or unless authorized by OPOS. Non-responsiveness to OPOS, and/or serious deficiencies in professional practice, integrity standards, repeated incidents of late or missed appointments or late reports may result in the termination of services.

8. For logistic purposes (scheduling, transmission of data and records, etc.), each interviewing psychologist will be required to maintain the following communication media:
  - Voice telephone service (with voice mail or answering service).
  - Cell phone or message paging for immediate contact.
  - Fax service.
  - Broadband Internet and e-mail service that is checked daily.

Due to the confidential and sensitive nature of the information and data involved in psychological screening, all media must be secure enough to ensure appropriate professional confidentiality of transmitted material. Each Interviewing Psychologist providing services

(whether contractor or subcontractor) will be required to electronically transmit reports using CDCR secure email system. The Contractor must ensure and provide proof that they and their subcontractors (if applicable) can provide the proper security for CDCR information, as outlined in **(Attachment 4), The Technical and Procedural Directives**.

Contract awards will be contingent upon the contractor's ability to certify they possess all of the above communication devices.

### **C) GEOGRAPHIC SERVICE REGIONS AND CONTRACTED NEEDS WITHIN REGIONS**

Psychological evaluation interviews shall take place in each of the following geographic regions of the State:

- UPPER NORTHERN (approximately centered by Redding)
- NORTHERN (approximately centered by Sacramento)
- CENTRAL (approximately centered by Fresno)
- SOUTHERN (approximately centered by Los Angeles)

Map **(See Attachment 5)**, for the counties comprising these regions.

### **D) SERVICE LOCATIONS AND GENERAL SUPPORT SERVICES**

A large percentage of interviews are conducted at the California Department of Corrections and Rehabilitation (CDCR) Testing Centers in Sacramento [Northern], Fresno [Central], and Rancho Cucamonga [Southern]. However, interviews are also conducted at Interviewing Doctors' offices within regions where candidates reside. Scheduling shall occur based on region and interview location availability.

For screenings that will occur at a CDCR interview locations:

- The CDCR will provide rooms, furnishings, and reception services.
- Interviews will be scheduled and candidates will be notified of their appointment time and location by OPOS.
- Interviewing Doctors will provide all other supplies and services required for the performance of duties under the contract. Any and all travel, method of transportation, lodging and related expenses associated with performing interviews at CDCR facilities will be the responsibility of the Interviewing Psychologist and will not be reimbursed by the CDCR.

In order to minimize travel expenses and the inconvenience to contracted doctors (and subcontractors) conducting interviews at CDCR sites, the CDCR will strive to schedule full days of interviews, not to exceed six (6) candidates per day. However, scheduling interviews is always subject to workload fluctuation and is not guaranteed.

For interviews conducted at Contractors' private professional offices:

- Interview services must be performed at a site that is readily identifiable as a business/professional setting. Private homes, including residential apartment units or

offices attached to residences, **ARE NOT** acceptable substitutes for a "private professional office."

- Contractors will provide all rooms, equipment, furnishings, supplies and support services required for performance of duties under the contract(s).
- OPOS will refer, schedule, and provide all notifications for candidate interviews.

**Contractors may propose to conduct interview services at more than one location within a geographic region, and/or conduct interviews in more than one geographic region. However, each individual doctor providing services under contract to CDCR will be subject to *interview load limits, as described below:***

#### **E) INTERVIEW LOAD LIMITS (Per Provider)**

In order to maintain the highest level of professional service, except in circumstances pre-approved by OPOS, no more than six (6) interviews per day or twelve (12) interviews per week will be authorized for any single interviewing doctor. The OPOS reserves the right to restrict any interviewing doctors' workload for any reason.

#### **F) TIMELINESS OF SERVICE**

Interviewing Doctors are required to be on time for scheduled interviews with candidates and are to submit written reports within **seven (7) business days** from the scheduled interview date.

#### **G) PENALTIES**

Twenty-five percent (25%) of the interview fee will be deducted by CDCR as liquidated damages on cases for which reports are late. Similarly, twenty-five percent (25%) of the interview fee will be deducted when the interviewing psychologist arrives more than 15 minutes late to an interview location.

In instances where the interviewing doctor fails to appear for one or more scheduled interviews, the contract will provide that for each missed interview, the Contractor will pay to CDCR liquidated damages in an amount equal to fifty percent (50%) of the fee that would have been paid to the Contractor for conducting the interview. The liquidated damages in the amount equal to fifty percent (50%) of the interview fee will be deducted from the Contractor's invoice.

Repeated late submission of reports and/or repeated incidents of late arrivals to appointments, or failure to appear may be grounds for a temporary cessation of referrals to an interviewing doctor or permanent termination of the contract.

Repeated need by OPOS to send applicants for a second evaluation due to an interviewing doctor omitting relevant information in the first evaluation report may be grounds for a temporary cessation of referrals or permanent termination of the contract.

#### **H) MINIMUM QUALIFICATIONS AND LICENSING REQUIREMENTS**

The services provided under the terms of this Agreement constitute a professional practice. During the term of this Agreement Contractors, Primary Contractors and Subcontractors Subcontractors must maintain the following minimum requirements:

1. One of the following: Must be a psychologist licensed by the California Board of Psychology who has at least the equivalent of five full-time years of experience in the diagnosis and treatment of emotional and mental disorders, including the equivalent of three full-time years accrued post-doctorate; or be a physician and surgeon who holds a valid California license to practice medicine, has successfully completed a postgraduate medical residency education program in psychiatry accredited by the Accreditation Council for Graduate Medical Education, and has at least the equivalent of five full-time years of experience in the diagnosis and treatment of emotional and mental disorders, including the equivalent of three full-time years accrued after completion of the psychiatric residency program; and,
2. Have no current or pending charges or complaints and not currently under or pending investigation before the respective Licensing Board. Further, CDCR reserves the right to disqualify any interviewing doctor having a history of past legal charges or ethical complaints filed with any licensing authority or professional society. CDCR will have final authority in determining whether such prior charges or complaints are significant in protecting the interests of the State; and,
3. Minimum of one year experience in interpreting objective psychological assessment profiles of adults (especially, the MMPI-2 and 16PF); and,
4. Must be in compliance with any current POST education and training requirements developed for the conduct of pre-employment psychological screening of peace officers; and,
5. Must have verifiable experience in the application of clinical assessment procedures and report writing with adult populations for three years. Most desirable is at least one year of assessment experience of law enforcement/correctional job applicants.
6. All Contractors and Subcontractors performing services under this Agreement shall supply a resume and references.

**I) DETERMINATION OF ACCEPTABLE QUALIFICATIONS AND PERFORMANCE**

In operating CDCR's psychological screening program, OPOS is responsible for assuring high levels of professional service to the State as well as compliance with all applicable regulations and procedures. When deemed necessary and appropriate by OPOS, CDCR reserves the right to require that the work of subcontractors be reviewed and countersigned by the Contractor or a Primary Contractor. CDCR also reserves the right to cancel contracting with any Contractor whom OPOS deems to be not responsible or responsive, and/or to refuse utilization of any subcontractor whose professional performance or demeanor falls below acceptable standards.

**J) STATE SUPPORT TO BE PROVIDED TO CONTRACTOR**

OPOS will perform the following:

1. Administer, score and profile the objective personality assessments and provide the Contractor with these data.

2. Obtain and provide other pertinent records (or summaries thereof) as available. Such records should include background investigation reports, prior medical and/or mental health treatment records, and prior psychological evaluation records.
3. Provide general class specifications specific to the peace officer classification (See **(Attachment 6) Peace Officer Job Classifications** the individual is applying for.
4. Provide interviewer orientation and/or guidelines as well as ongoing, direct consultation with OPOS psychologists over the course of the contract.
5. Provide all scheduling for and notification to the candidates.

#### **K) CONFIDENTIALITY AND RIGHTS TO INFORMATION**

Interviewing Doctors will be expected to exercise normal confidentiality safeguards regarding the candidates evaluated. However, CDCR is the Interviewing Psychologist's client, not the candidate. All communications, records, and data generated in the course of psychological screening, whether by the State or by the Interviewing Doctors, are the exclusive properties of CDCR. Interviewing Doctors will release *no* information or records to any third party - including the candidate - but will instead refer all requests for information, records, materials or opinions arising from these professional services to the CDCR.

#### **L) CONFLICTS OF INTEREST**

Contractors shall not participate with, work for, or provide services to any conflicting party or agency that could jeopardize or negatively affect the integrity of OPOS, including performing psychological evaluation for a candidate who has entered OPOS' Dispute Resolution Process. In the event that a conflict of interest is discovered or occurs, OPOS reserves the right to immediately terminate all contracted services with a provider and seek legal recourse for reimbursement of any losses incurred.

#### **M) AUTHORIZATION OF PROVIDER**

During the course of the contract, when and if it meets the needs of the State (at the sole discretion of the CDCR), a Primary Contractor may request to add or substitute another doctor or doctors as Subcontractors. Approval of substitution of doctors or subcontractors shall be approved by CDCR. In such circumstances, all minimum professional qualifications must be met by the new doctor, per the requirements of this Agreement. The new doctor(s) shall not conduct evaluation interviews without prior consent of the CDCR. The CDCR shall have sole and final discretion about the acceptability of any new doctor, and may impose whatever conditions of supervision and monitoring that might be required in the interest of the State.

**CDCR CONTACT INFORMATION**

Should questions or problems arise during the term of this Agreement, the Contractor should contact the following offices:

- **Billing Payment Issues**  
Headquarters Accounting  
Accounting Liaison Unit  
P.O. Box 4036  
Sacramento, CA 95812-4036  
[APAContractInvoice@cdcr.ca.gov](mailto:APAContractInvoice@cdcr.ca.gov)
  
- **Scope of Work/Performance Issues**  
Office of Peace Officer Selection  
Michael (Jason) Issel, AGPA  
Phone Number: (916) 255-3522  
FAX Number: (916) 255-3827
  
- **General Contract Issues**  
Office of Business Services  
Phone Number: (916) 255-5624  
FAX Number: (916) 255-6187

**Template of CDCR Report Format:**

**PRE-EMPLOYMENT PSYCHOLOGICAL  
SCREENING REPORT**

Applicant:  
Case ID:  
Department:  
Job Classification:  
Date of Interview:  
Interviewing Psychologist:

**RECOMMENDATION**

It is recommended that the applicant (AP) be considered as psychologically **suitable** for the above noted position under the purview of California Code of Regulation, Title 2, § 172, and Government Code 1031(f) or Penal Code 13601(a).

This recommendation is based upon the following facts:

**PERSONAL HISTORY INFORMATION**

**Identifying Information/Behavioral Observations:**

**Educational History:**

**Previous Public Safety Experience/Law Enforcement History:**

**Military History:**

**Employment History:**

**Driving Record:**

**Legal History:**

**Financial History:**

**Alcohol Use/Abuse:**

**Illicit Drug Usage:**

**Interpersonal Conflict History:**

**Job-Relevant Developmental/Psychosocial History:**

**Relationship History:**

**Psychological Evaluation and/or Treatment History:**

**JOB-RELEVANT PSYCHOLOGICAL TEST RESULTS**

**Validity of Test Results:**

**MMPI-2 Results:**

**Job-Relevant MMPI-2 Critical Items:**

<b><u>Item</u></b>	<b><u>Response</u></b>	<b><u>Job-Relevant Implications</u></b>




**16PF Results:**

**PHQ:**

<u>Affirmative Responses to Job-Relevant Items</u>	<u>Explanation</u>

Licensed Psychologist  
License No.:

**Completed Sample of CDCR Report Format With Outline:**

**PRE-EMPLOYMENT PSYCHOLOGICAL  
SCREENING REPORT**

Applicant:

Case ID:

Department:

Job Classification:

Date of Interview:

Interviewing Psychologist:

**RECOMMENDATION**

It is recommended that the applicant (AP) be considered as psychologically **Click to select Recommendation** for the above noted position under the purview of California Code of Regulation, Title 2, § 172, and Government Code 1031(f) or Penal Code 13601(a).

This recommendation is based upon the following:

If you are making a suitable recommendation, then in this section you identify any negative information noted in the body of the report (be it from the psychological questionnaires, background information, treatment records and or clinical information obtained during the interview) that is relevant to any of the POST Psychological Dimensions. Explain why that information does not rise to the level of a psychological disqualification for the particular position sought. There should not be any negative information reported below or in the information provided to you that is not addressed in this section.

Your explanation/reasoning should be sufficiently logical and detailed to allow the reviewing OPOS Psychologist to believe that this report is sufficient to defend CDCR against any lawsuit claiming negligent hiring of the candidate.

If you are making a not suitable recommendation, then in this section you identify the negative information that you obtained, and noted below. Explain why you believe the information indicates a significant inadequacy in a POST Psychological Dimension or Dimensions.

Your explanation/reasoning should be sufficiently logical and detailed to allow the reviewing OPOS Psychologist to believe that this report is adequate to defend the psychological disqualification in any appeal process, as well as provide the hiring authority with an explanation as to why the candidate does not meet the minimum requirements of the position sought.

**PERSONAL HISTORY INFORMATION**

**Identifying Information/Behavioral Observations:**

**Provide the following information as it applies to the candidate:**

- Age
- Gender
- Communication Style
- Memory
- Affect
- Mood
- Thought Process

**Educational History:**

**Provide (at a minimum) the following information as it applies to the candidate:**

- High School
- Year Graduated
- GPA
- Suspensions/Expulsions – Why & When
- Extracurricular Activities
- Least Liked Teacher & Why
- High School Work History
- GED – Why & When
- Career Decision in Senior Year & Why
- College(s) - Type
- GPA
- Year Graduated
- Degree(s)
- Major(s)
- Extracurricular Activities
- College Work History
- Any negative incidents during college years

**Public Safety Experience/Law Enforcement History:**

**Provide (at a minimum) the following information as it applies to the candidate  
(Provide “NA” if not applicable):**

- Department(s)
- Any Negative Academy Experience(s)
- Job Performance Evaluations
- History of Reprimand
- History of Citizen/Inmate Complaint
- Supervisory conflict
- Co-worker Conflict
- Demotions
- Terminations
- Resign in Lieu of Termination
- Two Week Notice Failure
- Discharge of Weapon

- Experience that led to nightmares/sleep problems/avoidance issues/alienation from others
- Emotionally difficult experience/job duty
- Supervisor least like to work for
- Coworker least like to work with
- What was learned about people/human nature

**Military History:**

**Provide (at a minimum) the following information as it applies to the candidate (Provide "NA" if not applicable):**

- Branch(s)
- Job Performance Evaluations
- History of Reprimand
- Supervisory conflict
- Co-worker Conflict
- Demotions
- Discharge of Weapon
- Deployment(s)
- Combat Experience
- IED Experience
- Experience that led to nightmares/sleep problems/avoidance issues/alienation from others
- Emotionally difficult experience/job duty
- Supervisor least like to work for
- Coworker least like to work with
- PTSD/ASD Evaluation/Treatment
- VA Disability Rating(s) & for what
- What was learned about people/human nature
- Date & Type of Discharge
- Rank at Discharge

**Employment History:**

**Provide (at a minimum) the following information as it applies to the candidate:**

- Present Employer(s) - Dates
- Job Title
- Job Performance Evaluations
- History of Reprimand
- History of Complaint
- Supervisory conflict
- Type of Supervisor Least Liked to Work With & Why
- Co-worker Conflict
- Type of Coworker Least Liked to Work With & Why
- Demotions
- Terminations
- Resign in Lieu of Termination
- Two Week Notice Failure
- Previous Employer – same issues as above – Dates

- Termination & Why
- Resign in Lieu of Termination & Why
- Left Under unfavorable Circumstances & Why
- Previous Employer – same issues as above - Dates
- Etc. Up to employment covered in Educational History Section

**Driving Record:**

**Provide (at a minimum) the following information as it applies to the candidate:**

- Moving violations – Type & Date & Why
- Accidents – At fault/No fault & date & Why

**Legal History:**

**Provide (at a minimum) the following information as it applies to the candidate:**

- Arrests, When & Why
- Convictions, When & Why
- Detainments, When & Why
- Lawsuits, When & Why
- Worker's Comp, When & Why

**Financial History:**

**Provide (at a minimum) the following information as it applies to the candidate:**

- Current Delinquencies
- Collection Agency Contact(s), When & Why
- Bankruptcy, Foreclosure, Vehicle Repossession, When & Why
- Failure to File/Pay Taxes, When & Why

**Interpersonal Conflict History:**

**Provide (at a minimum) the following information as it applies to the candidate, including dates and details of each occurrence:**

- Work Related Altercation(s) – With Whom & Why - Resolution
- Last Physical Fight & Why
- Previous Fight & Why
- Previous Fight & Why
- Physical encounter(s) with Significant Other(s) – Pushing, Slapping, Hitting, Spitting - When & Resolution

**Alcohol Use/Abuse:**

**Provide (at a minimum) the following information as it applies to the candidate:**

- Weight
- Age began Drinking on Regular Basis
- Current Pattern of Consumption (Amount & Frequency + Time-length of Current Pattern)
- Prior Pattern of Consumption

- Most recent time of most alcohol consumed in 24 hour period
- Next most recent time of most alcohol consumed in 24 hour period
- History of Hangovers & Vomiting
- Altercations/Fights & Alcohol
- Complaints regarding drinking too much
- Driving & Alcohol
- Accidents & Alcohol
- Blackouts
- Missing Work & Alcohol

#### **Illicit Drug Usage:**

**Provide (at a minimum) the following information as it applies to the candidate:**

- Type of Drug(s) – When (Age & Date), Pattern, Why Stopped

#### **Job-Relevant Developmental/Psychosocial History:**

**Provide (at a minimum) the following information as it applies to the candidate:**

- Type of Home Environment
- Relationship with parents, then (why) & now
- Relationship with siblings, then (why) & now
- Stressful situation/time period & resolution
- Significant illness and/or trauma
- History of sexual, emotional and/or physical abuse
- Personality-wise who is the applicant like, biological mother or father? How so?

#### **Relationship History:**

**Provide (at a minimum) the following information as it applies to the candidate:**

- Ever Married, When, How Many
- Ever Divorced, When, How Many & Why
- Ever Engaged, When, How Many
- History of Significant Relationship(s) – Reason(s) for break-up
- History of Physical Encounters (Pushing, Slapping, Hitting)
- Children
- Child Support Current, Why not
- Any Complaints regarding Child Neglect
- Any Complaints regarding Child Abuse

#### **Psychological Evaluation and/or Treatment History:**

**Provide (at a minimum) the following information as it applies to the candidate:**

- Relevant medical treatment history – Why, When & Resolution
- Psychological treatment history – Why, When & Resolution
- History of suicidal ideation
- History of poor adaptation to stress (personal & work)
- Relationship counseling – Why, When & Resolution
- Anger management classes/counseling – Why, When & Resolution

- What improvements/changes could you make to your personality now that would benefit you

**JOB-RELEVANT PSYCHOLOGICAL TEST RESULTS**

**Validity of Test Results:**

**MMPI-2 Results:**

**Job-Relevant MMPI-2 Critical Items:**

<u>Item</u>	<u>Response</u>	<u>Job-Relevant Implications</u>

**16PF Results:**

**PHQ:**

<u>Affirmative Responses to Job-Relevant Items</u>	<u>Explanation</u>

Licensed Psychologist  
License No.:

**Completed Sample of CDCR Report Format With Outline:**

**PRE-EMPLOYMENT PSYCHOLOGICAL  
SCREENING REPORT**

Applicant: TA (AP)  
Case ID: Example II  
Department: CDCR  
Job Classification: Correctional Officer  
Date of Interview: June, 2011  
Interviewing Psychologist: DS

**RECOMMENDATION**

It is recommended that the applicant (AP) be considered as psychologically **SUITABLE** for the above noted position under the purview of California Code of Regulation, Title 2, § 172, and Government Code 1031(f) or Penal Code 13601(a).

This recommendation is based upon the following:

There are elements within the AP's background that highlight concerns associated with the POST dimensions related to Conscientiousness and Judgment. The rationale for these concerns and counter-balancing/mitigating factors are described below.

The AP's adolescence includes several issues of concern. For example, the AP did poorly in high school and was required to attend a continuation school during his first semester of junior year. Since completing high school in 2004, he has not continued his education at all. Another issue of concern during his teen-age years was the AP's use of marijuana between ages 13 and 15.

The AP's work record is less-than-wholly reassuring. Although the AP's sole straightforwardly negative situation within the workplace occurred when he was let go from a gardening position in 2006, he has held 6 other positions that are largely short-term and/or part time. It is noted that he left his prior position (with Office Supply) for the goal of becoming a professional boxer but quickly realized the need for more income and immediately looked for work (although was unable to find a job.) He made a total of only \$5000 for the two boxing matches he fought in over the 11 months prior to gaining his current job. As noted above, issues are raised per the AP's maturity, specifically regarding POST dimensions associated with Conscientiousness and Judgment. There are indices of immature decision-making.

There are positive, counter-balancing traits that mitigate the above-noted concerns. Included in this is an adult history that reveals no evidence of antisocial behavior, aggressiveness, psychological instability or reactivity. The AP's comments suggest that he identifies with a prosocial adult role wherein he aspires to be more responsible and appropriately regrets his lack of conscientiousness both in high school and in his first job. He also indicates having learned to "work hard every day" as a lesson gleaned from his two years of boxing training. The AP appears to have formed a strong, positive bond with his boxing coach and was able to internalize the values of persistence and conscientiousness. In a similar vein, the AP made a firm decision to stop using marijuana at age 15 (in part in deference to concerns about



**Completed Sample of CDCR Report Format With Outline:**

**PRE-EMPLOYMENT PSYCHOLOGICAL  
SCREENING REPORT**

Applicant: TA (AP)  
Case ID: Example II  
Department: CDCR  
Job Classification: Correctional Officer  
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The AP's work record is less-than-wholly reassuring. Although the AP's sole straightforwardly negative situation within the workplace occurred when he was let go from a gardening position in 2006, he has held 6 other positions that are largely short-term and/or part time. It is noted that he left his prior position (with Office Supply) for the goal of becoming a professional boxer but quickly realized the need for more income and immediately looked for work (although was unable to find a job.) He made a total of only \$5000 for the two boxing matches he fought in over the 11 months prior to gaining his current job. As noted above, issues are raised per the AP's maturity, specifically regarding POST dimensions associated with Conscientiousness and Judgment. There are indices of immature decision-making.

There are positive, counter-balancing traits that mitigate the above-noted concerns. Included in this is an adult history that reveals no evidence of antisocial behavior, aggressiveness, psychological instability or reactivity. The AP's comments suggest that he identifies with a prosocial adult role wherein he aspires to be more responsible and appropriately regrets his lack of conscientiousness both in high school and in his first job. He also indicates having learned to "work hard every day" as a lesson gleaned from his two years of boxing training. The AP appears to have formed a strong, positive bond with his boxing coach and was able to internalize the values of persistence and conscientiousness. In a similar vein, the AP made a firm decision to stop using marijuana at age 15 (in part in deference to concerns about

his father's use of that drug) when confronted by his football coach who chastised the AP for "looking like a pothead." The AP has been able to follow through on a promise to himself to mend his ways regarding his use of illegal drugs. Self-discipline is assessed in this regard and is reflective of maturing judgment which mitigates POST-related concerns within this arena. Consumption of alcohol is not problematic.

As noted above, positive developmental information is revealed in the AP's above-noted decision to desist from illegal drugs and what appear to be genuine assertions that he has incorporated an awareness that he must work hard every day. The AP's upbringing includes elements of dysfunction suggested in the AP's description of ongoing parental battles and lack of attentiveness to the children. Given this developmental history, it appears that the AP initially struggled as an adolescent to find his footing. That being said, the AP has displayed a notable ability to absorb the lessons of strong and challenging adult role models. This is seen both in his decision to stop using marijuana and in an unblemished work record since 2006. The AP has developed an adequately strong bond with his partner. There are no troubling indices of disconstraint. Although PSP would ideally like to see a more stable, long-term pattern of employment, there is sufficient reason to suppose that the AP is moving along on a positive trajectory wherein he is progressively more able to internalize the lessons offered by those who are operating as mentors for him and to effectively translate these lessons into his everyday life. These findings mitigate concerns about poor conscientiousness and under-developed judgment and allow for this positive decision.

## **PERSONAL HISTORY INFORMATION**

### **Identifying Information/Behavioral Observations:**

The AP a 23 year-old man of average build. He is an appropriately attired man who communicates in adequately developed receptive and expressive language. He is oriented and was pleasant with an overall upbeat demeanor. The AP responds in a cooperative manner although his comments tend to be concrete. Memory is intact and conversation is acceptably fluid. He does not appear evasive and is adequately reflective about his slow-paced adult development. The AP's thought processes are clear and the AP is able to offer appropriately cogent and helpful responses when prodded to do so. Affect is modulated to the demands and constraints of the interview.

### **Educational History:**

The AP attended Moreno Valley High School but "was procrastinating and lazy" during his first two years and was compelled to attend a continuation high school for one semester during his junior year. He was able to compete in football for two years and graduated with his class in 2004. His grades hovered at a 2.0 GPA. He was not technically suspended or expelled despite the required one-semester transfer due to poor grades.

The AP was asked about the nature of his sub-par academic functioning in high school and he acknowledged once-monthly use of marijuana during his freshman and sophomore years. The AP called it "ironic" that his favorite teacher in retrospect was his football coach who repeatedly challenged the AP's lack of motivation. During his high school years he had a strong negative reaction to an English teacher who "always put me down." The AP's parents showed little interest in the AP's post high school education and he himself made no plans in that

direction; relatedly, he has not enrolled in junior college. By the time the AP reached his senior year, his plan was to get "any decent paying job." He did not work during his high school years.

**Public Safety Experience/Law Enforcement History:** None

**Military History:** None

**Employment History:**

Over the past two months, the AP has been employed as a Customer Assistant at Stater Brothers market for 25 hours weekly. He denies performance evaluations, complaints and reprimands. There is no history of antagonism with supervisors or with coworkers.

The AP was asked about the quality of his relationships with his current and prior supervisors; relatedly, he was asked "who he liked the most" as a supervisor. The AP said, "I'm best with the supervisors that tell you what you have to do and then let you alone. They trust you can do it." When pressed about supervisors he likes least, the AP said, "The ones who nit-pick at everything you do...like here (current job) they look down the aisle to see if you're stocking it right." The AP was asked about his response to this type of micro-management and said, "You have to suck it up and do it...I don't give attitude or it'll be worse." The AP was also asked what type of coworkers he likes best and said, "The ones you can joke around with...you know, not get in trouble but say something to." Contrastingly, the AP does not enjoy coworkers who "keep to themselves" and "don't talk to you...You can't tell if you did something wrong or something."

Just prior to his current job, the AP was largely unemployed for over two years while he trained to become a boxer. In all, he participated in six fights with the most recent being bouts in April, 2009 and another in March 2010. He earned a total of \$5000 for these two matches. The AP lived at home and was supported by his family.

The AP worked part time for Office Supply between 7/08 and 4/09 as a receiver/stocker. The AP denied reprimands, evaluations or complaints; however, he took a two-week vacation to train for an upcoming bout and then called his employer to offer a two-week notice when he realized he needed to continue vigorous training. The AP insists that he was not told he was considered to have abandoned his post and the Investigation Summary Report describes him as having given "Appropriate Notice" per his separation from that job.

The AP previously held a number of short-term and/or part time positions including Machine Service Techniques (laborer), ILIC (concrete laborer, erosion control [different stints]), PLI Services (coating inspector). Regarding his early work history, the AP noted a situation wherein his father was offered a gardening contract and, in turn, offered the contract to the AP (between January, 2005 and October, 2006). The company for whom the AP worked was dissatisfied with the AP's performance and, "They didn't fire me but they said they wanted a different gardener...things were untouched during the week and the trash wasn't taken care of." When asked about his performance, the AP said, "I was young and didn't pay attention. It bothers me because my dad asked me to do it." When pressed, the AP added, "I'd do a way better job now. I learned in boxing from my coach that you have to do your work every day, every day, or you mess up."

The AP denies other disciplinary issues. He denies instances of workers compensation, disability, terminations, resignations in lieu of termination, reprimands, suspensions or stress-

related leaves. The AP made it a point to always offer a two-week notice when preparing to leave a job. The AP denied workplace problems with supervisors and co-workers. In general, the AP most likes supervisors "who trust my work ethic and that I'll follow through" and is less partial to those who tend to scrutinize his work "too close." The AP was able to chuckle when noting, "You have to get your job done... (you don't have to) like your boss."

#### **Driving Record:**

The AP has had one moving violation since gaining his license at age 17. This is a speeding ticket for driving 65 mph in a 55 mph zone in 2008. During that same year he was not-at-fault in his only accident. His license has never been suspended.

#### **Legal History:**

The AP denies arrests, detentions, restraining orders and any illegal activities since turning 18. He also denies lawsuits and workers compensation cases.

#### **Financial History:**

The AP denies financial problems inclusive of late payments, bills in collections, bankruptcy or foreclosure. He indicates that he has filed his taxes and paid them.

#### **Interpersonal Conflict History:**

Despite his interest in boxing (total of six fights), the AP denies any history of physical altercations within in his adolescent and adult years. He equally denies any physical fights with romantic partners. The last time he recalls being angry was when he was "run off the road" in 2009 and called 911. No police intervention ensued. The AP denies any significant verbal confrontations within the workplace when he acted provocatively or raised his voice.

#### **Alcohol Use/Abuse:**

The AP is a 165 pound man who consumes 1 or 2 cans of beer two or three times yearly. The most he has consumed was 5-6 beers somewhat over two years ago and the most since that time is two cans in any one 24 hour period. The AP is "into fitness" and avoids alcohol in part so as to avoid extra weight. He has driven once while intoxicated (age 19) and denies further instances of that sort. He denies blackouts, missing work due to drinking, alcohol-related arguments or receiving alcohol-related complaints against him by family, friends or employers.

#### **Illicit Drug Usage:**

The AP smoked marijuana once or twice monthly between ages 13 and 15. He denies use of illegal drugs since. When asked why he stopped, the AP offered, "My teacher (football coach) said I looked like a pot head...I was embarrassed and thought maybe I looked like my dad. I decided never to do it again."

#### **Job-Relevant Developmental/Psychosocial History:**

The AP was raised by his biological parents. His 4 year-older sister also lived within the home. His parents often argued and there were occasions when police were summoned. The AP

witnessed one occasion when his father “grabbed” his mother by the arms. The AP heard through family members that his father had used marijuana earlier in his life but he never actually observed the behavior. The AP denies trauma or physical abuse of his sister or himself. The AP reported a particularly stressful period during his childhood associated with a brief parental separation. He “guesses” that the separation ensued from his father’s infidelity but is not sure. The AP and his sister lived with his maternal aunt for several months just prior to his parents’ reconciliation. One consequence of the separation is the AP’s belief that “one day they’ll separate for good.” The AP was asked which parent he is most like and said, “Neither really. I don’t like to argue like them and I always tried to help out my sister. They didn’t seem to pay much attention to us.” When pressed as to the consequences of his parents’ style, the AP said, “I think that’s why I didn’t do well in school. I don’t want to be like that with my child.”

### **Relationship History:**

The AP and his girlfriend of 5 years have lived together over these past two months. She is pregnant with their first child. Because the AP witnessed many fights between his parents, he “tries to resolve” disagreements with his girlfriend and “not make it worse.” He denies violence. His girlfriend has no history of drug or alcohol abuse. The AP denies prior significant/live-in relationships. He has no children save for the upcoming baby. As noted elsewhere, there is no history of physical abuse with any romantic partner.

### **Psychological Evaluation and/or Treatment History:**

The AP vaguely recalled counseling when he was a young child. He believes this was because of his parents’ brief separation. He could not recall the particulars and there were no records available. He denies other counseling and has not been prescribed psychotropic medications. He has never been referred for anger management.

The AP denies any history of suicidal ideation. The AP feels his most stressful period post high school occurred when he was in training for a career in boxing. He did not enjoy receiving money from his parents and contributed as best he could to their expenses. The AP denies any symptoms reflective of depression or significant anxiety. When asked how he might improve his personality, the AP said, “Maybe to go to school.” When pressed further, the AP could not identify psychological traits he might work on.

## **JOB-RELEVANT PSYCHOLOGICAL TEST RESULTS**

**Validity of Test Results:** None of the major scales (L, K, and S) were elevated to a problematic degree. The test is considered valid.

**MMPI-2 Results:** Elevations include a T score of RC3=74. This elevation raises concerns about cynicism and distrust. The AP may be unwilling or unable to rely on others. There is also a low Do of 38, sometimes suggestive of submissiveness. During the interview, the AP’s comments at times revealed a thinking process consistent with the elevated RC3. For example, as noted earlier, the AP appears ill-at-ease with close oversight wherein he experiences feeling as if he is being monitored. When pressed further about this concern, the AP said, “I do feel a little uptight but I tell myself to just do it (the task). One time I asked for help with it when I couldn’t get to the top (of the stack) and the boss was nice and helped me.” The AP was asked about “teamwork”

within his work settings and said, "My best job was at Office Supply because the guys became like friends. We helped each other out."

**Job-Relevant MMPI-2 Critical Items:**

<b>Item</b>	<b>Response</b>	<b>Job-Relevant Implications</b>
<b>130</b>	<b>(feeling useless)</b>	<b>Disavowed ("Maybe just that day?")</b>
<b>518</b>	<b>(lots of mistakes)</b>	<b>"Doing the drugs"</b>
<b>124</b>	<b>(hidden reasons)</b>	<b>"Can't think why I'd put that"</b>

**16PF Results:** No relevant findings

**PHQ:** No additional relevant information.

DS , Ph.D.  
Licensed Psychologist  
License No.

### **Technical and Procedural Directives**

1. All deliverables must adhere to CDCR document standards (Word 2003 or higher) and must be delivered in an encrypted electronic format only.
2. All CDCR data must be encrypted on all computing devices and portable electronic storage media including, but not limited to, personal computers, portable laptop and notebook computers, personal digital assistants (PDA), portable electronic storage media (CD, DVD, floppies, thumb drives, media cards, external hard drives, backup tapes and any other media used to store electronic data).
3. File encryption should be a minimum of 256-bit AES encryption.
4. All hard drives that store CDCR data, whether external or internal to a personal computer, portable laptop, notebook computer or personal digital assistant must use whole disks encryption.
5. Interviewing Psychologist must be able to accept and open encrypted CDCR case files.
6. Interviewing Psychologist must use strong passwords for access to all systems containing CDCR case information. The password must be at least eight (8) characters in length and contain at least three of the following: upper case letter, lower case letter, number, or special character.
7. Passwords should be changed every three (3) months and should not be reused within a 24-month period.
8. Interviewing Psychologist must not share passwords with anyone or use "auto complete" for system usernames and passwords.
9. If sending confidential case related documents to CDCR, the Interviewing Psychologist must encrypt the document before sending it.
10. All passwords, login instructions, and authentication tools must be stored separately for the electronic device.
11. All personal computers, portable laptops, notebook computers, and personal digital assistants must use a password protected screen saver. The screen saver must activate after 10 minutes of inactivity.
12. Portable devices shall never be left in a public place or stored in vehicles unattended.
13. If any personal computer, portable laptop or notebook computer is part of any network, wired or wireless, the network must be secure.
14. Do not check any portable devices as luggage when traveling.
15. Interviewing Psychologist must have firewall software installed on all personal computers, portable laptops and notebook computers.
16. Interviewing Psychologist will only use CDCR case numbers to identify candidates in written communications with OPOS.
17. Interviewing Doctors will have anti-virus software loaded on all personal computers, portable laptops, notebooks computers, and all network servers used to store CDCR data.
18. Once work is completed, the contractor will maintain an electronic or hard copy of all written reports for one year from the date of completion. All other data/documents must be destroyed. Hardcopies of documents shall be shredded. Electronic documents maintained on any computing device or portable electronic storage media must be destroyed.
19. In the event that information is lost or stolen, the Contractor shall immediately contact the CDCR Information Security Officer, Scott MacDonald at (916) 358-1959.

**MAP 1**  
**CALIFORNIA COUNTIES WITHIN FOUR SERVICE REGIONS:**  
**UPPER NORTHERN, NORTHERN, CENTRAL, and SOUTHERN**





### **Peace Officer Job Classifications**

Youth Correctional Officer  
Youth Correctional Counselor  
Correctional Officer  
Parole Agent, YA  
Medical Technical Assistant-  
Psychiatric  
Correctional Counselor I  
Supervising Special Investigator I  
Supervising Special Investigator II  
Special Agent, DOC  
Lieutenant, CYA  
Casework Specialist, CYA  
Community Services Consultant,  
CYA  
Corr. Business Manager, CDC  
Parole Agent I- CDC  
Correctional Sergeant  
Parole Agent II/III  
Youth Authority Administrator  
Senior Sp. Agent, DOC  
Correctional Administrator  
Correctional Counselor, II/III  
Major  
C.E.A.  
C.E.A. 2  
Parole Agent II, Youth Authority  
(Specialist)  
Correctional Counselor II Specialist  
Fire Fighter, Correctional Institution  
Fire Captain  
Correctional Lieutenant  
Correctional Captain

**1. Invoicing and Payment**

- a. For services satisfactorily rendered, and upon receipt and approval of Contractor's invoices, the State agrees to compensate the Contractor in accordance with the rates specified herein on Exhibit B-1 Rate Sheet, and made a part of this Agreement. Exhibit B-1 Rate Sheet shall remain in force for the stated term of this Agreement and shall include every item of expense, direct and indirect, including taxes incidental to the specified rates.
- b. Invoices shall include the Agreement Number, Purchase Order Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

California Department of Corrections and Rehabilitation (CDCR)  
Headquarters Accounting Office  
Attention: Accounts Payable  
P.O. Box 187018  
Sacramento, CA 95818-7018

- c. The Contractor has the option to submit their invoices electronically to the appropriate email address listed below. The Contractor must use the name on the Agreement and the Agreement Number on the subject line of the email. The email must include an attached PDF file of the invoice, in accordance with Section B, above, and must reference the institution name and invoice number.

For Headquarters Contracts:  
[APAContractInvoice@cdcr.ca.gov](mailto:APAContractInvoice@cdcr.ca.gov)

**2. Budget Contingency Clause**

- a. It is mutually agreed that if the California State Budget Act for the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor, or to furnish any other considerations under this Agreement, and Contractor shall not be obligated to perform any provisions of this Agreement.
- b. If funding for the purposes of this program is reduced or deleted for any fiscal year by the California State Budget Act, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment to small/micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et seq.

**4. Subcontractors**

Nothing contained in this Agreement, or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of Contractor's responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

**5. Bidder Acknowledgement/Certification (OBS 300)**

The Contractor hereby agrees to provide all labor, materials, supplies, licenses, permits, equipment and transportation necessary to perform all services required for the foregoing titled work in accordance with the Scope of Work and all Terms and Conditions.

Any and all services performed outside the scope of this Agreement will be at the sole risk and expense of the Contractor.

Electronic bid packages include an Excel version of the Rate Sheet (Exhibit B-1) in addition to the PDF file in order to assist bidders in computing accurate totals. Bidders should download the Excel version and complete all highlighted cells. Bidders should include a Compact Disk or diskette of the completed Excel version of the Rate Sheet **along with the printed version when submitting their bid.**

**NOTE: Bidders are not required to bid on all regions and may bid on one or more than one region. Failure to complete all items will be grounds to reject that region.** A zero dollar (\$0.00) amount listed for any and all items will be interpreted and understood by the State to mean that the bidder indicating a zero dollar amount shall perform any such services at **no cost** to the State.

**PRE-EMPLOYMENT PSYCHOLOGICAL INTERVIEWS**

<b>BID SUMMARY BY FISCAL YEAR</b>	
TOTAL for FY 2013/14	
TOTAL for FY 2014/15	
<b>BASIS FOR AWARD</b>	<b>\$ -</b>

Contractor may offer a discount to the amount paid on invoices received and accepted by the CDCR in order for the invoices to be paid within thirty (30) days of receipt. Discount offered on invoices must be at least one percent of the invoice amount and a minimum of \$50.00.

Discount offered on invoices to be paid within 30 days of receipt = \_\_\_\_\_% \*

\* The percent of discount (highest discount prevails) may be used in the event of tie bids. Refer to the Notice to Prospective Bidders, Bid Submission Requirements.

**PRE-EMPLOYMENT PSYCHOLOGICAL SCREENING INTERVIEWS**

**FY 2013/2014**  
(07/01/13 - 06/30/14)

REGION	Estimated # of PSYCH Interviews	X	Rate Per PSYCH Interview	=	Total PSYCH Amount Per Region
UPPER NORTHERN (Redding)	60	X		=	\$ -
NORTH (Sacramento)	930	X		=	\$ -
CENTRAL (Fresno)	690	X		=	\$ -
SOUTHERN (Los Angeles)	1320	X		=	\$ -
Subtotal*:	3,000			Subtotal:	\$ -
*Add 10% of Subtotal for unanticipated interviews					\$ -
<b>Total PSYCH Interviews</b>		<b>3,300</b>			<b>\$ -</b>

**TOTAL for FY 2013/14**

**FY 2014/2015**  
(07/01/14 - 06/30/15)

REGION	Estimated # of PSYCH Interviews	X	Rate Per PSYCH Interview	=	Total PSYCH Amount Per Region
UPPER NORTHERN (Redding)	60	X		=	\$ -
NORTH (Sacramento)	930	X		=	\$ -
CENTRAL (Fresno)	690	X		=	\$ -
SOUTHERN (Los Angeles)	1320	X		=	\$ -
Subtotal*:	3,000			Subtotal:	\$ -
*Add 10% of Subtotal for unanticipated interviews					\$ -
<b>Total PSYCH Interviews</b>		<b>3,300</b>			<b>\$ -</b>

**TOTAL for FY 2014/15**

\*Rate per Psych interview shall include completed Pre-Employment Psychological Screening Report.

The number of candidates requiring psychological screening, as well as the geographic distribution, is dependent upon many factors. Factors may include the Department's position vacancies, geographic allocations, recruitment success, and the State's budgetary circumstances. As a result, the CDCR cannot predict, nor guarantee consistency in, the actual number – or geographic distribution – of candidate screenings.

Although the CDCR cannot guarantee the number of actual screenings required in any of the regions, it still must be prepared to provide full and flexible coverage. Therefore, OPOS may award a sufficient number of contracts that will allow for the handling of psychological screenings similar to those experienced in recent years with the understanding that candidate needs fluctuate. Although the number and distribution of contracts to be awarded will ultimately depend upon the quantity and quality of proposals submitted in response to this IFB, the CDCR may award contracts to the following number of doctors in each of the four regions:

***PROJECTED NUMBER OF CONTRACTORS UNDER CONTRACT AND AVAILABLE FOR SERVICE WITHIN REGIONS***

<b><u>REGION</u></b>	<b><u>CONTRACTORS</u></b>
<b>UPPER NORTHERN</b> (Redding)	<b>4-5</b>
<b>NORTH</b> (Sacramento)	<b>10-12</b>
<b>CENTRAL</b> (Fresno)	<b>10-12</b>
<b>SOUTHERN</b> (Los Angeles)	<b>10-12</b>

The actual number of contracts awarded may differ from the distribution projected above. CDCR reserves the right to award more, fewer, or no contracts in any region, depending upon the responses received to this IFB.

**1. Contract Disputes** (Supersedes provision number 6, Disputes, of Exhibit C)

As a condition precedent to Contractor's right to institute and pursue litigation or other legally available dispute resolution process, if any, Contractor agrees that all disputes and/or claims of Contractor arising under or related to the Agreement shall be resolved pursuant to the following processes. Contractor's failure to comply with said dispute resolution procedures shall constitute a failure to exhaust administrative remedies.

Pending the final resolution of any such disputes and/or claims, Contractor agrees to diligently proceed with the performance of the Agreement, including the delivering of goods or providing of services. Contractor's failure to diligently proceed shall constitute a material breach of the Agreement.

The Agreement shall be interpreted, administered, and enforced according to the laws of the State of California. The parties agree that any suit brought hereunder shall have venue in Sacramento, California, the parties hereby waiving any claim or defense that such venue is not convenient or proper.

**a. Final Payment**

The acceptance by Contractor of final payment shall release the California Department of Corrections and Rehabilitation (CDCR) from all claims, demands and liability to Contractor for everything done or furnished in connection with this work and from every act and neglect of CDCR and others relating to or arising out of this work except for any claim previously accepted and/or in process of resolution.

**b. Informal Appeal**

Contractor and the program or institution contract liaison, or other designated CDCR employee of the unit for which the goods are being delivered or the service is being performed, shall first attempt in good faith to resolve the dispute or claim by informal discussion(s). Contractor shall identify the issues and the relief sought. Informal discussion(s) between Contractor and contract liaison, or the designated CDCR employee, shall be written, dated, and signed by the authors.

The program or institution contract liaison shall issue an informal written statement to Contractor regarding the dispute within fifteen (15) calendar days following settlement or an impasse in the informal discussion(s) process. The written statement shall either: (1) document the dispute settlement and what, if any, conditions were reached; or, (2) document the reason(s) the dispute could not be resolved informally and provide notification to Contractor of its option to file a formal appeal within thirty (30) days of the informal statement. One (1) copy of the informal statement and the discussion(s) on which it is based shall be forwarded immediately to the Office of Business Services (OBS) for inclusion in the Agreement file.

**c. Formal Appeal**

If the dispute or claim is not resolved to Contractor's satisfaction by the informal appeal process, Contractor may file with the Associate Director, OBS, and a formal written appeal within thirty (30) calendar days of the date of CDCR's informal written decision. The formal written appeal shall be addressed as follows:

(SUBJECT)

Associate Director  
Office of Business Services  
California Department of Corrections and Rehabilitation  
10000 Goethe Road, Suite C-1  
Sacramento, CA 95827

Contractor shall specify in the formal written appeal the issue(s) in dispute, the particular relief or remedy sought, the factual basis for Contractor's claim or dispute, and Contractor's legal, technical and/or other authority upon which Contractor bases its claim or dispute.

The formal written appeal shall include a written certification signed by a knowledgeable company official under the penalty of perjury according to the laws of the State of California pursuant to California Code of Civil Procedure Section 2015.5 that the dispute, claim, or demand is made in good faith, and that the supporting data are accurate and complete. If an Agreement adjustment is requested, the written certification shall further state under penalty of perjury that the relief requested accurately reflects the Agreement adjustment for which the CDCR is responsible.

If Contractor is a corporation, the written certification shall be signed by an officer thereof. If Contractor is a sole proprietorship or partnership, it shall be signed by an owner or full partner. If Contractor is other than a corporation, sole proprietorship or partnership, it shall be signed by a principal of the company with authority to bind the company.

The Associate Director, OBS, shall issue a formal written decision on behalf of CDCR within thirty (30) calendar days of receipt of the properly addressed formal written appeal. If mutually agreed by the parties, the date for the issuance of CDCR's final written decision may be extended.

**d. Further Resolution**

If the dispute is not resolved by the formal appeal process to Contractor's satisfaction, or Contractor has not received a written decision from the Associate Director, OBS, after thirty (30) calendar days, or other mutually agreed extension, Contractor may thereafter pursue its right to institute other dispute resolution process, if any, available under the laws of the State of California.

**e. Contract Disputes with Public Entities**

A county, city, district or other local public body, state board or state commission, another state or federal agency, or joint-powers authority shall resolve a dispute with CDCR, if any, through a meeting of representatives from the entities affected. If the dispute cannot be resolved to the satisfaction of the parties, each entity may thereafter pursue its right to institute litigation or other dispute resolution process, if any, available under the laws of the State of California.

**2. Right to Terminate** (Supersedes provision number 7, Termination for Cause, of Exhibit C)

The State reserves the right to terminate this Agreement subject to thirty (30) calendar days written notice to the Contractor. Contractor may submit a written request to terminate this



Agreement only if the State should substantially fail to perform its responsibilities as provided herein.

Additionally, the State reserves the right to terminate this Agreement subject to thirty (30) calendar days written notice to the Contractor should it be later identified as a service which can be consolidated into a statewide/regionalized Agreement. The State may exercise its option to cancel the remaining years of this Agreement, should it be decided that with additional institutions and/or sites, the State would receive a better rate for the same service.

However, the State can immediately terminate this Agreement for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to the Contractor.

This Agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

### **3. Contract Suspension**

Notwithstanding any other provisions of this Agreement, pursuant to a Governor's Executive Order or equivalent directive, such as a court order or an order from a federal or state regulatory agency, mandating the suspension of state contracts, the State may issue a Suspension of Work Notice. The Notice shall identify the specific Executive Order or directive and the Agreement number(s) subject to suspension. Unless specifically stated otherwise, all performance under the Agreement(s) must stop immediately upon receipt of the Notice. During the period of contract suspension, Contractor is not entitled to any payment for the suspended work. Once the order suspending state contracts has been lifted, a formal letter from the Department will be issued to the Contractor to resume work.

### **4. Responsibility Hearing**

If this Agreement is terminated for cause, CDCR reserves the right to conduct a responsibility hearing to determine if the Contractor is a responsible bidder before an award of future Agreements can be made.

### **5. Confidentiality of Data**

All financial, statistical, personal, technical and other data and information relating to State's operation, which are designated confidential by the State and made available to carry out this Agreement, or which become available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure.

If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used with the written consent of the State. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data already rightfully in the Contractor's possession

that is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.

No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this Agreement shall be released, published, or made available to any person (except to the State) in violation of any state or federal law.

Contractor by acceptance of this Agreement is subject to all of the requirements of California Government Code Section 11019.9 and California Civil Code Sections 1798, et seq., regarding the collection, maintenance, and disclosure of personal and confidential information about individuals.

**6. Liability for Loss and Damages**

Any damages by the Contractor to the State's facility including equipment, furniture, materials or other State property, will be repaired or replaced by the Contractor to the satisfaction of the State at no cost to the State. The State may, at its option, repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

**7. Computer Software Management Memo**

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**8. Accounting Principles**

The Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a Contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

**9. Liability for Nonconforming Work**

All work provided by the Contractor shall conform to the latest requirement of federal, state, city and county regulations. Contractor is responsible for compliance with all applicable laws, codes, rules and regulations in connection with work performed under this Agreement.

The Contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, CDCR, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing CDCR for any additional expenses incurred to cure such defects.

**10. Subcontractor/Consultant Information**

Contractor is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement. Additionally, the Contractor shall

notify CDCR, OBS in writing within ten (10) working days of any changes to the subcontractor and/or consultant information.

#### **11. Contract Violations**

The Contractor acknowledges that any violation of Chapter 2 or any other chaptered provision of the Public Contract Code (PCC) is subject to the remedies and penalties contained in PCC Sections 10420 through 10425.

#### **12. Temporary Nonperformance**

If, because of mechanical failure or for any other reason, the Contractor shall be temporarily unable to perform the work as required, the State, during the period of the Contractor's inability to perform, reserves the right to accomplish the work by other means and shall be reimbursed by the Contractor for any additional costs above the Agreement price.

#### **13. Extension of Term**

If it is determined to be in the best interest of the State, this Agreement may be amended to extend the term. Upon signing the amendment, the Contractor hereby agrees to provide services for the extended period at the rates specified in the original Agreement.

#### **14. Employment of Ex-Offenders**

Contractor cannot and will not either directly, or on a subcontract basis, employ in connection with this Agreement:

- a. Ex-Offenders on active parole or probation, who have been on active parole or probation during the last three years preceding their employment;
- b. Ex-offenders convicted of drug trafficking in a prison/jail; escape or aiding/abetting escape; battery on a Peace Officer or Public Official; arson offenses; or, any violations of Penal Code Sections 4570-4574 (Unauthorized Communications with Prisons and Prisoners Offenses);
- c. Ex-Offenders required to register as a sex offender pursuant to Penal Code Section 290 or if such ex-offender has an offense history involving a "violent felony" as defined in subparagraph (c) of Penal Code Section 667.5; or
- d. Any ex-offender in a position which provides direct supervision of parolees, except in the following instances:
  1. Contractor shall only employ ex-offenders who can provide written evidence of having satisfactorily completed parole or probation, and who have remained off parole or probation, and have had no arrests or convictions within the past three years.

An ex-offender whose assigned duties involve administrative or policy decision-making, accounting, procurement, cashiering, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the State or Contractor. Evidence of such bond shall be supplied to CDCR prior to employment of the ex-offender.

### **15. Electronic Waste Recycling**

The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

### **16. Tax**

The State of California and Contractor will each bear their own respective federal, state and local tax liabilities arising from this Agreement. It is expressly understood that neither the State nor the Contractor will assign, shift, pass on or otherwise assume the tax liabilities of the other party.

### **17. Licenses and Permits**

The Contractor shall be an individual or firm licensed to do business in California and shall obtain at Contractor's expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide CDCR with a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

### **18. Permits and Certifications from State Board of Equalization**

This solicitation and any resulting Agreement shall be subject to all requirements as set forth in Sections 6487, 7101 and Sections 6452.1, 6487.3, 18510 of the Revenue and Taxation Code, and Section 10295.1 of the Public Contract Code requiring suppliers to provide a copy of their reseller's permit or certification of registration and, if applicable, the permit or certification of all participating affiliates, issued by California's State Board of Equalization. Failure of the supplier to comply by supplying the required permit or certification will cause the supplier's bid response to be considered non-responsive and their bid rejected. Unless otherwise specified in this solicitation, a copy of the reseller's permit or certification of registration must be supplied within five (5) State business days of the request made by the State.

### **19. Darfur Contracting Act**

Effective January 1, 2009, CDCR generally cannot contract with "scrutinized" companies that do business in the African nation of Sudan, as described in Public Contract Code Sections 10475-10478. A company that currently has (or within the previous three years has had) business activities or other operations outside of the United States must certify that it is not a "scrutinized" company when it submits a bid or proposal to CDCR. A scrutinized company may still submit a bid or proposal for a contract with CDCR if the company first obtains permission from the Department of General Services (DGS).

All bidders must submit a completed OBS 1500 verifying status, with their bid proposal.

## **20. Iran Contracting Act**

Pursuant to the Iran Contracting Act of 2010 (Public Contract Code Sections 2200 through 2208 are “the Act”), vendors are ineligible to bid on, submit a proposal for, enter into, or renew any contract with the state for goods or services of one million dollars (\$1,000,000) or more if the vendor engages in investment activities in Iran, as defined in the Act. The Act requires that DGS establish and periodically update a list of ineligible vendors.

Also, pursuant to the Act, financial institutions are ineligible to bid on, submit a proposal for, enter into, or renew any contract with the state for goods or services of one million dollars (\$1,000,000) or more if the financial institution extends credit, as defined in the Act, to a business identified on the DGS list of ineligible vendors that will use the credit to provide goods or services in the energy sector in Iran.

Prior to submitting a bid or proposal and prior to executing any state contract or renewal for goods or services of one million dollars (\$1,000,000) or more, a vendor must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California. Also financial institutions must certify that they are not extending credit to an ineligible vendor as described in the Act. The Act provides exceptions to the certification requirement, see PCC sections 2203(c) and (d) for additional information regarding the exceptions.

All bidders must submit a completed OBS 1502 verifying status, with their bid proposal.

## **21. Conflict of Interest**

The Contractor and their employees shall abide by the provisions of Government Code (GC) Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., Public Contract Code (PCC) Sections 10335 et seq. and 10410 et seq., California Code of Regulations (CCR), Title 2, Section 18700 et seq. and Title 15, Section 3409, and the Department Operations Manual (DOM) Section 31100 et seq. regarding conflicts of interest.

### **a. Contractors and Their Employees**

Consultant Contractors shall file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 prior to commencing services under the Agreement, annually during the life of the Agreement, and within thirty (30) days after the expiration of the Agreement. Other service Contractors and/or certain of their employees may be required to file a Form 700 if so requested by CDCR or whenever it appears that a conflict of interest may be at issue. Generally, service Contractors (other than consultant Contractors required to file as above) and their employees shall be required to file an FPPC Form 700 if one of the following exists:

1. The Agreement service has been identified by CDCR as one where there is a greater likelihood that a conflict of interest may occur;
2. The Contractor and/or Contractor’s employee(s), pursuant to the Agreement, makes or influences a governmental decision; or

3. The Contractor and/or Contractor's employee(s) serves in a staff capacity with CDCR and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for CDCR that would otherwise be performed by an individual holding a position specified in CDCR's Conflict of Interest Code.

**b. Current State Employees**

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
2. No officer or employee shall contract on his or her own behalf as an independent Contractor with any state agency to provide goods or services.
3. In addition to the above, CDCR officials and employees shall also avoid actions resulting in or creating an appearance of:
  - a. Using an official position for private gain;
  - b. Giving preferential treatment to any particular person;
  - c. Losing independence or impartiality;
  - d. Making a decision outside of official channels; and
  - e. Affecting adversely the confidence of the public or local officials in the integrity of the program.
4. Officers and employees of the Department must not solicit, accept or receive, directly or indirectly, any fee, commission, gratuity or gift from any person or business organization doing or seeking to do business with the State.

**c. Former State Employees**

1. For the two year (2-year) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Agreement while employed in any capacity by any state agency.
2. For the twelve-month (12-month) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed Agreement within the 12-month period prior to his or her leaving state service.

In addition to the above, the Contractor shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to inmates or parolees. The Contractor shall not itself employ or offer to employ inmates or parolees either directly or indirectly through an affiliated company, person or business unless specifically authorized in writing by the CDCR. In addition, the Contractor shall not (either directly, or indirectly through an affiliated company, person or business) engage in financial dealings with inmates or parolees, except to the extent that such financial dealings create no actual or potential conflict of interest, are available on the same terms to the general public, and have been approved in advance in writing by CDCR. For the purposes of this

paragraph, "affiliated company, person or business" means any company, business, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind which has any ownership or control interest whatsoever in the Contractor, or which is wholly or partially owned (more than 5% ownership) or controlled (any percentage) by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders, either directly or indirectly. "Affiliated companies, persons or businesses" include, but are not limited to, subsidiary, parent, or sister companies or corporations, and any company, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind that is wholly or partially owned or controlled, either directly or indirectly, by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders.

The Contractor shall have a continuing duty to disclose to the State, in writing, all interests and activities that create an actual or potential conflict of interest in performance of the Agreement.

The Contractor shall have a continuing duty to keep the State timely and fully apprised in writing of any material changes in the Contractor's business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the Contractor's business status or structure that could affect the performance of the Contractor's duties under the Agreement.

If the Contractor violates any provision of the above paragraphs, such action by the Contractor shall render this Agreement void.

Members of boards and commissions are exempt from this section if they do not receive payment other than payment for each meeting of the board or commission, payment for preparatory time and payment for per diem.

## **22. Disclosure**

Neither the State nor any State employee will be liable to the Contractor or its staff for injuries inflicted by inmates or parolees of the State. The State agrees to disclose to the Contractor any statement(s) known to State staff, made by any inmate or parolee, which indicate violence may result in any specific situation, and the same responsibility will be shared by the Contractor in disclosing such statement(s) to the State.

## **23. Security Clearance/Fingerprinting**

The State reserves the right to conduct fingerprinting and/or security clearance through the Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit Contractor and/or Contractor's employee access to State premises. The State further reserves the right to terminate the Agreement should a threat to security be determined.

## **24. Notification of Personnel Changes**

Contractor must notify the State, in writing, of any changes of those personnel allowed

access to State premises for the purpose of providing services under this Agreement. In addition, Contractor must recover and return any State-issued identification card provided to Contractor's employee(s) upon their departure or termination.

**25. Non Eligible Alien Certification**

By signing this Agreement Contractor certifies, under penalty of perjury, that Contractor, who is a sole proprietor, is not a nonqualified alien as that term is defined by the United States Code (U.S.C.) Title 8, Chapter 14, Section 1621 et seq.

**26. Hiring Considerations**

If this Agreement is in excess of \$200,000, the Contractor shall be required to give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 et seq.

**27. Contractor Employee Misconduct**

During the performance of this Agreement, it shall be the responsibility of the Contractor whenever there is an incident of use of force or allegation(s) of employee misconduct associated with and directly impacting inmate and/or parolee rights, to immediately notify CDCR of the incident(s), to cause an investigation to be conducted, and to provide CDCR with all relevant information pertaining to the incident(s). All relevant information includes, but is not limited to: a) investigative reports; b) access to inmates/parolees and the associated staff; c) access to employee personnel records; d) that information reasonably necessary to assure CDCR that inmates and/or parolees are not or have not been deprived of any legal rights as required by law, regulation, policy and procedures; and e) written evidence that the Contractor has taken such remedial action, in the event of unnecessary or excessive force, or employee misconduct with inmates and/or parolees, as will assure against a repetition of incident(s) or retaliation. To the extent that the information provided by the Contractor fails to so assure CDCR, CDCR may require that any implicated Contractor staff be denied access to and the supervision of CDCR inmates and/or parolees at the facility and access to inmate and/or parolee records. Notwithstanding the foregoing, and without waiving any obligation of the Contractor, CDCR retains the power to conduct an independent investigation of any incident(s). Furthermore, it is the responsibility of the Contractor to include the foregoing terms within any and all subcontracts, requiring that subcontractor(s) agree to the jurisdiction of CDCR to conduct an investigation of their facility and staff, including review of subcontractor employee personnel records, as a condition of the Agreement.

**28. Workers' Compensation**

Contractor hereby represents and warrants that Contractor is currently and shall, for the duration of this Agreement, carry workers' compensation insurance, at Contractor's expenses, or that it is self-insured through a policy acceptable to CDCR, for all of its employees who will be engaged in the performance of this Agreement. Such coverage will be a condition of CDCR's obligation to pay for services provided under this Agreement.

Prior to approval of this Agreement and before performing any work, Contractor shall furnish to the State evidence of valid workers' compensation coverage. Contractor agrees that the workers' compensation insurance shall be in effect at all times during the term of this



Agreement. In the event said insurance coverage expires or is canceled at any time during the term of this Agreement, Contractor agrees to give at least thirty (30) days prior notice to CDCR before said expiration date or immediate notice of cancellation. Evidence of coverage shall not be for less than the remainder of the term of the Agreement or for a period of not less than one year. The State reserves the right to verify the Contractor's evidence of coverage. In the event the Contractor fails to keep workers' compensation insurance coverage in effect at all times, the State reserves the right to terminate this Agreement and seek any other remedies afforded by the laws of this State.

Contractor also agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all of Contractor's workers' compensation claims and losses by Contractor's officers, agents and employees related to the performance of this Agreement.

## **29. Insurance Requirements**

Insurance as required herein shall be a condition of the State's obligation to pay for services provided under this Agreement. Prior to approval of this Agreement and before performing any work, Contractor and any subcontractor shall furnish to the State evidence of valid coverage. The following shall be considered evidence of coverage: A certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Contractor's insurance carrier. Binders are not acceptable as evidence of coverage. Providing evidence of coverage to the State conveys no rights or privileges to the State, nor does it insure any State employee or insure any premises owned, leased, used by or otherwise or under the control of the State. It does, however, serve to provide the State with proof that the Contractor and any subcontractor are insured at the minimum levels required by the State of California.

Contractor agrees that any liability insurance required in the performance of this Agreement shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled during the term of this Agreement, Contractor shall provide the State within five (5) business days of receipt by contractor a copy of any notice of cancellation or non-renewal of insurance required by the contract. Evidence of coverage required in the performance of this Agreement shall not be for less than the remainder of the term of this Agreement or for a period of not less than one year. The State and the Department of General Services (DGS) reserve the right to verify the Contractor's evidence of coverage; evidence of coverage is subject to the approval of the DGS. In the event the Contractor fails to keep insurance coverage at all times as required, the State reserves the right to terminate this Agreement and to seek any other remedies afforded by the laws of the State of California.

For all companies and/or businesses and individual providers, the Contractor hereby represents and warrants that the Contractor is currently and shall be, for the duration of this Agreement, at Contractor's expense insured against:

Commercial General Liability - Provider agrees to carry a minimum of \$1,000,000 per occurrence for bodily injury and property damage liability combined (not required if medical services are provided at the institution).

The certificate of insurance must include the following provisions:

- The California Department of Corrections and Rehabilitation must be named as the “Certificate Holder” and list the following:

State of California  
California Department of Corrections and Rehabilitation  
Office of Business Services  
10000 Goethe Road, Suite C-1  
Sacramento, CA 95827

- The State of California, its officers, agents, employees, and servants are hereby named as additional insured but only with respect to work performed for the State of California.

Auto Liability – Contractor agrees to carry a minimum of \$1,000,000 per claim for bodily injury and property damage liability combined.

Medical Professional Liability Insurance – Provider agrees to carry a minimum coverage of \$1,000,000 per claim up to an annual aggregate of \$3,000,000 for professional liability.

Such coverage(s) as referenced shall be a condition of CDCR’s obligation to pay for services provided under this Agreement. Prior to approval of this Agreement and before performing any work Provider shall furnish to the State evidence of valid coverage. The following shall be considered evidence of coverage: a certificate of insurance, a “true and certified” copy of the policy, or any other proof of coverage issued by Provider’s insurance carrier or proof of self-insurance. Binders are not acceptable as evidence of coverage.

Providing evidence of coverage to the State does not convey any rights or privileges to the State. It does, however, serve to provide the State with proof that the Provider is insured up to the required minimums, as required by the State. By signing this Agreement, the Provider certifies that the professional liability insurance carrier has knowledge of the Provider’s extension of services to CDCR inmates. Such action conveys no coverage to the State under the Provider’s policy nor does it insure any State employee or insure any premises owned, leased, or otherwise used by or under the control of the State with respect to coverage.

Provider agrees that the liability insurance herein provided for shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled at any time during the term of this Agreement, Provider agrees to give, at least thirty (30) days prior notice to the State before said expiration date or immediate notice of cancellation. Evidence of coverage as provided for herein shall not be for less than the remainder of the term of the Agreement or for a period of not less than one year. CDCR and the Department of General Services (DGS) reserve the right to verify the Provider’s evidence of coverage; evidence of coverage is subject to the approval of the DGS. In the event the Provider fails to keep in effect at all times insurance coverage as herein provided, the State reserves the right to terminate this Agreement and seek any other remedies afforded by the laws of this State.

By signing this Agreement, the Contractor certifies that the carrier of any professional liability insurance required in the performance of this Agreement has knowledge of the Contractor’s

and any subcontractor's extension of services to CDCR inmates.

### **30. Disabled Veteran Business Enterprise (DVBE)**

If this Agreement is exempt from DVBE requirements, CDCR requests your assistance in achieving legislatively established goals for the participation of DVBEs by reporting any certified DVBEs that will be used in the performance of this Agreement.

### **31. Small Business and DVBE Participation – Commercially Useful Functions**

This solicitation and any resulting Agreement shall be subject to all requirements as set forth in the following code:

Government Code Sections 14837, 14839, 14842, 14842.5  
Military and Veterans Code (MVC) Sections 999, 999.6, 999.9

In part, these codes involve requirements for businesses to qualify as a California certified Small Business, Micro business and/or DVBE. The aforementioned companies must perform a **commercially useful function** to be eligible for award and be "domiciled" in California. A supplier's bid will be considered non-responsive and rejected for failure to comply with the definition and requirements set forth in the statutes Contractors found to be in violation of certain provisions within these code sections may be subject to loss of certification, penalties and Agreement cancellation.

### **32. DVBE Replacement Request**

Contractor understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veteran's Code (MVC) § 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS). The Contractor shall submit requests for DVBE substitutions electronically on the DVBE Substitution form with justification for the substitution to the Office of Business Services; [icshelpdesk@cdcr.ca.gov](mailto:icshelpdesk@cdcr.ca.gov) (for institution-related contracts) or to [scshelpdesk@cdcr.ca.gov](mailto:scshelpdesk@cdcr.ca.gov) (for all other requests). For assistance with access to the "DVBE Substitution" form and instructions, contact the Department of Corrections and Rehabilitation Office of Business Services SB/DVBE Advocate at [sbdvbeadvocate@cdcr.ca.gov](mailto:sbdvbeadvocate@cdcr.ca.gov). Requests to replace a DVBE subcontractor must be amply documented to show that the replacement meets the criteria as specified in the California Code of Regulations (CCR), Title II, Section 1896.64(c) or the Public Contract Code (PCC) § 4107 (for public works). Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in MVC § 999.9; PCC § 10115.10, or PCC § 4110 (for public works contracts).

### **33. DVBE Payment Certification**

Senate Bill 548 requires prime contractors to certify that payments to DVBE subcontractors were made upon completion of the contract. It is the prime contractor's responsibility to report to the CDCR and to certify that payments are complete. Prime contractors must return the completed OBS-548 form via mail or fax to the OBS, SB/DVBE Advocate for processing and inclusion in the contract file upon completion of the contract.

#### **34. Travel**

Contractor's rates shall include all travel expenses required to perform services in accordance with this Agreement.

#### **35. Tuberculosis (TB) Testing**

In the event that the services required under this Agreement will be performed within a CDCR institution/parole office/community based program, prior to the performance of contracted duties, Contractors and their employees who are assigned to work with inmates/parolees on a regular basis shall be required to be examined or tested or medically evaluated for TB in an infectious or contagious stage, and at least once a year thereafter or more often as directed by CDCR. Regular basis is defined as having contact with inmates/parolees in confined quarters more than once a week.

Contractors and their employees who have contact with inmates/parolees on a regular basis, shall be required to furnish to CDCR, at no cost to CDCR, a form CDCR 7336, "Employee Tuberculin Skin Test (TST) and Evaluation," prior to assuming their contracted duties and annually thereafter, showing that the Contractor and their employees have been examined and found free of TB in an infectious stage. The form CDCR 7336 will be provided by CDCR upon Contractor's request.

***The following provisions apply to services provided on departmental and/or institution grounds:***

#### **36. Bloodborne Pathogens**

Contractor shall adhere to California Division of Occupational Safety and Health (CAL-OSHA) regulations and guidelines pertaining to bloodborne pathogens.

#### **37. Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Inmates and Division of Juvenile Justice Wards**

Individuals who are not employees of the California Department of Corrections and Rehabilitation (CDCR), but who are working in and around inmates who are incarcerated, or wards who are housed within California's institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison inmates or wards. The following is a summation of pertinent information when non-departmental employees come in contact with prison inmates or wards.

By signing this contract, the Contractor agrees that if the provisions of the contract require the Contractor to enter an institution/facility or camp, the Contractor and any employee(s) and/or subcontractor(s) shall be made aware of and shall abide by the following laws, rules and regulations governing conduct in associating with prison inmates or wards:

- a. Persons who are not employed by CDCR, but are engaged in work at any institution/facility or camp must observe and abide by all laws, rules and regulations governing the conduct of their behavior in associating with prison inmates or wards. Failure to comply with these guidelines may lead to expulsion from CDCR institutions/facilities or camps.

SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Sections 3285 and 3415, and California Welfare and Institutions Code (WIC) Section 1712.

- b. CDCR does not recognize hostages for bargaining purposes. CDCR has a "NO HOSTAGE" policy and all prison inmates, wards, visitors, and employees shall be made aware of this.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304 and 4603; WIC Section 1712.

- c. All persons entering onto institution/facility or camp grounds consent to search of their person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property, or vehicle may be cause for denial of access to the premises.

SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3177, 3288, 4696, and 4697; WIC 1712.

- d. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Director, Warden, and/or Regional Parole Administrator.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3176(a) and 4696; WIC Section 1712.

- e. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR adult institutions/facilities or camps, or youth institutions/facilities or camps in the nighttime, without the prior approval of the Warden or officer in charge. It is also illegal for an individual to enter onto these premises for unauthorized purposes or to refuse to leave said premises when requested to do so. Failure to comply with this provision could lead to prosecution.

SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173 and 3289; WIC Section 1001.7.

- f. Encouraging and/or assisting prison inmates to escape, is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison inmates or wards firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana. It is illegal to give wards sex oriented objects or devices, and written materials and pictures whose sale is prohibited to minors.

SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and 4574; Title 15, Sections 4681 and 4710; WIC Sections 1001.5 and 1152.

- g. It is illegal to give or take letters from inmates or wards without the authorization of the Warden or officer in charge. It is also illegal to give or receive any type of gift and/or gratuities from prison inmates or wards.

SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424, 3425 and 4045; WIC Section 1712.

- h. In an emergency situation, the visiting program and other program activities may be suspended.

SOURCE: PC Section 2601; CCR, Title 15, Sections 3383, 4002.5 and 4696.

- i. For security reasons, visitors must not wear clothing that in any way resembles state issued prison inmate or ward clothing (blue denim shirts, blue denim pants).

SOURCE: CCR, Title 15, Section 3174(b)(1) and 4696.

- j. Interviews with SPECIFIC INMATES are not permitted. Conspiring with an inmate to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action. Interviews with individual wards are permitted with written consent of each ward if he is 18 years of age or older, or with written consent of a parent, legal guardian, or committing court, if 17 years of age or younger.

SOURCE: CCR, Title 15, Sections 3261.5, 3315(a)(3)(X), and 3177 and 4700(a)(1).

### **38. Clothing Restrictions**

While on institution grounds, Contractor and all its agents, employees, and/or representatives shall be professionally and appropriately dressed in clothing distinct from that worn by inmates at the institution. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/white/chartreuse jumpsuits and/or yellow rainwear shall not be worn onto institution grounds, as this is inmate attire. The Contractor should contact the institution regarding clothing restrictions prior to requiring access to the institution to assure the Contractor and their employees are in compliance.

### **39. Tobacco-Free Environment**

Pursuant to Penal Code Section 5030.1, the use of tobacco products by any person on the grounds of any institution or facility under the jurisdiction of CDCR is prohibited.

### **40. Prison Rape Elimination Policy**

CDCR is committed to providing a safe, humane, secure environment, free from sexual misconduct. This will be accomplished by maintaining a program to ensure education/prevention, detection, response, investigation and tracking of sexual misconduct and to address successful community re-entry of the victim. CDCR shall maintain a zero tolerance for sexual misconduct in its institutions, community correctional facilities, conservation camps and for all offenders under its jurisdiction. All sexual misconduct is strictly prohibited.

As a Contractor with CDCR, you and your staff are expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

### **41. Security Regulations**

- a. Unless otherwise directed by the entrance gate officer and/or Contract Manager, the Contractor, Contractor's employees and subcontractors shall enter the institution through

the main entrance gate and park private and nonessential vehicles in the designated visitor's parking lot. Contractor, Contractor's employees and subcontractors shall remove the keys from the ignition when outside the vehicle and all unattended vehicles shall be locked and secured while on institution grounds.

- b. Any State- and Contractor-owned equipment used by the Contractor for the provision of contract services, shall be rendered temporarily inoperative by the Contractor when not in use, by locking or other means unless specified otherwise.
- c. In order to maintain institution safety and security, periodic fire prevention inspections and site searches may become necessary and Contractor must furnish keys to institutional authorities to access all locked areas on the worksite. The State shall in no way be responsible for Contractor's loss due to fire.
- d. Due to security procedures, the Contractor, Contractor's employees and subcontractors may be delayed at the institution vehicle/pedestrian gates and sally ports. Any loss of time checking in and out of the institution gates and sally ports shall be borne by the Contractor.
- e. Contractor, Contractor's employees and subcontractors shall observe all security rules and regulations and comply with all instructions given by institutional authorities.
- f. Electronic and communicative devices such as pagers, cell phones and cameras/micro cameras are not permitted on institution grounds.
- g. Contractor, Contractor's employees and subcontractors shall not cause undue interference with the operations of the institution.
- h. No picketing is allowed on State property.

#### **42. Gate Clearance**

Contractor and Contractor's employee(s) and/or subcontractor(s) must be cleared prior to providing services. The Contractor will be required to complete a Request for Gate Clearance for all persons entering the facility a minimum of ten (10) working days prior to commencement of service. The Request for Gate Clearance must include the person's name, social security number, valid state driver's license number or state identification card number and date of birth. Information shall be submitted to the Contract Liaison or his/her designee. CDCR uses the Request for Gate Clearance to run a California Law Enforcement Telecommunications System (CLETS) check. The check will include Department of Motor Vehicles check, Wants and Warrants check, and Criminal History check.

Gate clearance may be denied for the following reasons: Individual's presence in the institution presents a serious threat to security, individual has been charged with a serious crime committed on institution property, inadequate information is available to establish positive identity of prospective individual, and/or individual has deliberately falsified his/her identity.

All persons entering the facilities must have a valid state driver's license or photo identification card on their person.

**BUSINESS ASSOCIATES AGREEMENT (HIPAA)****PRE-EMPLOYMENT PSYCHOLOGICAL SCREENING SERVICES**

WHEREAS, Provider, hereinafter referred to in this Exhibit as "Business Associate," acknowledges that the CDCR, hereinafter referred to in this Exhibit as "Covered Entity," has in its possession data that contains individual identifiable health information as defined by Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA") and the regulations promulgated thereunder;

WHEREAS, Business Associate and Covered Entity acknowledge that the fulfillment of the Parties' obligations under this Service Agreement necessitates the exchange of, or access to, data including individual identifiable health information; and,

WHEREAS, the parties desire to comply with federal and California laws regarding the use and disclosure of individually identifiable health information, and in particular with the provisions of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated thereunder.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the Parties agree as follows:

**ARTICLE 1  
DEFINITIONS**

Terms used, but not otherwise defined, in this Exhibit shall have the meanings set forth below.

- 1.1 "HHS Transaction Standard Regulation" means the Code of Federal Regulations ("CFR") at Title 45, Sections 160 and 162.
- 1.2 "Individual" means the subject of protected health information (PHI) or, if deceased, his or her personal representative.
- 1.3 "Parties" shall mean the Covered Entity and Business Associate. (Covered Entity and Business Associate, individually, may be referred to as a "Party".)
- 1.4 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- 1.5 "PHI" shall have the same meaning as the term "protected health information" in 45 CFR §164.501, limited to the information created or received by Business Associate from or on behalf of the Covered Entity.
- 1.6 "Required By Law" shall have the same meaning as "required by law" in 45 CFR §164.501.
- 1.7 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.



Any other terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms in the Privacy Rule.

## **ARTICLE 2 CONFIDENTIALITY**

### 2.1 Obligations and Activities of Business Associate. Business Associate agrees as follows:

- (a) not to use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law;
- (b) to establish, maintain, and use appropriate safeguards to prevent use or disclosure of the PHI other than as permitted herein;
- (c) to report to Covered Entity any use, access or disclosure of the PHI not provided for by this Agreement, or any misuse of the PHI, including but not limited to systems compromises of which it becomes aware and to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result thereof. Business Associate shall be responsible for any and all costs (including the costs of Covered Entity) associated with mitigating or remedying any violation of this Agreement;
- (d) to enforce and maintain appropriate policies, procedures, and access control mechanisms to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. The access and privileges granted to any such agent shall be the minimum necessary to perform the assigned functions;
- (e) to provide access, at the request of Covered Entity, and in the time and manner reasonable designated by Covered Entity, to PHI in a Designated Record Set (as defined in the Privacy Rule), to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524;
- (f) to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner reasonably requested by Covered Entity.
- (g) to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner reasonably requested by Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (h) to document such disclosures of PHI, and information related to such disclosures, as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528. Said documentation shall include, but not be limited to, the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a

brief description of the PHI disclosed, and the purpose of the disclosure. Said documentation shall be made available to Covered Entity upon request.

- (i) to provide to Covered Entity or an Individual, in a time and manner reasonably requested by Covered Entity, information collected in accordance with Section 2.1(h) above to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- (j) to promptly notify Covered Entity of all actual or suspected instances of deliberate unauthorized attempts (both successful and unsuccessful) to access PHI. Such notice shall be made to Covered Entity by telephone as soon as Business Associate becomes aware of the unauthorized attempt, and this telephone notification shall be followed within two (2) calendar days of the discovery of the unauthorized attempt by a written report to Covered Entity from Business Associate. Business Associate shall, at the same time, report to Covered Entity any remedial action taken, or proposed to be taken, with respect to such unauthorized attempt. Covered Entity shall have the discretion to determine whether or not any such remedial action is sufficient, and all such remedial action shall be at Business Associate's expense.
- (k) to maintain and enforce policies, procedures and processes to protect physical access to hardware, software and/or media containing PHI (e.g., hardcopy, tapes, removable media, etc. ) against unauthorized physical access during use, storage, transportation, disposition and /or destruction.
- (l) to ensure that access controls in place to protect PHI and processing resources from unauthorized access are controlled by two-factor identification and authentication: a user ID and a Token, Password or Biometrics.
- (m) to implement, use and monitor its compliance with appropriate technological, administrative and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement. Business Associate shall provide Covered Entity with evidence of such safeguards upon Covered Entities request. Covered Entity has the right to determine, in its sole discretion, whether such safeguards are appropriate, and to require any additional safeguards it deems necessary.
- (n) In the event that Business Associate is served with legal process (e.g. a subpoena) or request from a governmental agency (e.g. the Secretary) that potentially could require the disclosure of PHI, Business Associate shall provide prompt (i.e., within twenty-four (24) hours) written notice of such legal process (including a copy of the legal process served) to the designated person at the Covered Entity. In addition, Business Associate shall not disclose the PHI without the consent of Covered Entity unless pursuant to a valid and specific court order or to comply with a requirement for review of documents by a governmental regulatory agency under its statutory or regulatory authority to regulate the activities of either party.
- (o) to submit to periodic audits by Covered Entity verifying Business Associate's compliance with appropriate technological, administrative and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this

Agreement, as well as compliance with the terms and conditions pursuant to this Agreement and compliance with state and federal laws and regulations. Audit review may be undertaken directly by the Covered Entity or by third parties engaged by the Covered Entity. Business Associate shall cooperate fully with Covered Entity or any such third party in connection with such audits.

## 2.2 Disclosures Required By Law.

In the event that Business Associate is required by law to disclose PHI, Business Associate will immediately provide Covered Entity with written notice and provide Covered Entity an opportunity to oppose any request for such PHI or to take whatever action Covered Entity deems appropriate.

## 2.3 Specific Use and Disclosure Provisions.

- (a) Except as otherwise limited in this Agreement, Business Associate may use PHI only to carry out the legal responsibilities of the Business Associate under this Service Agreement.
- (b) Except as otherwise limited in this Agreement, Business Associate may only disclose PHI (i) as Required By Law, or (ii) in the fulfillment of its obligations under the Service Agreement and provided that Business Associate has first obtained (A) the consent of Covered Entity for such disclosure, (B) reasonable assurances from the person to whom the information is disclosed that the PHI will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and (C) reasonable assurances from the person to whom the information is disclosed that such person will notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

## 2.4 Obligations of Covered Entity.

- (a) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosures of PHI.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (d) For any PHI received by Covered Entity from Business Associate on behalf of a third party or another covered entity, Covered Entity agrees to be bound to the obligations and activities of Business Associate enumerated in Section 2.1 as if and to the same extent Covered Entity was the named Business Associate hereunder.

2.5 Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

2.6 Policy and Procedure Review.

Upon request, Business Associate shall make available to Covered Entity any and all documentation relevant to the safeguarding of PHI including but not limited to current policies and procedures, operational manuals and/or instructions, and/or employment and/or third party agreements.

**ARTICLE 3  
SECURITY**

3.1 Government Healthcare Program Representations.

Business Associate hereby represents and warrants to Covered Entity, its shareholders, members, directors, officers, agents, or employees have not been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or state law (including without limitation a plea of nolo contendere or participation in a first offender deterred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, state or local government agency, (d) the unlawful, manufacture, distribution, prescription, or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. Business Associate further agrees to notify Covered Entity immediately after Business Associate becomes aware that the foregoing representation and warranty may be inaccurate or may be incorrect.

3.2 Security Procedures.

Each Party shall employ security procedures that comply with HIPAA and all other applicable state and federal laws and regulations (collectively, the "Law") and that are commercially reasonable, to ensure that transactions, notices, and other information that are electronically created, communicated, processed, stored, retained or retrieved are authentic, accurate, reliable, complete and confidential. Moreover, each Party shall, and shall require any agent or subcontractor involved in the electronic exchange of data to:

- (a) require its agents and subcontractors to provide security for all data that is electronically exchanged between Covered Entity and Business Associate;

- (b) provide, utilize, and maintain equipment, software, services and testing necessary to assure the secure and reliable transmission and receipt of data containing PHI;
- (c) maintain and enforce security management policies and procedures and utilize mechanisms and processes to prevent, detect, record, analyze, contain and resolve unauthorized access attempts to PHI or processing resources;
- (d) maintain and enforce policies and guidelines for workstation use that delineate appropriate use of workstations to maximize the security of data containing PHI;
- (e) maintain and enforce policies, procedures and a formal program for periodically reviewing its processing infrastructure for potential security vulnerabilities;
- (f) implement and maintain, and require its agents and subcontractors to implement and maintain, appropriate and effective administrative, technical and physical safeguards to protect the security, integrity and confidentiality of data electronically exchanged between Business Associate and Covered Entity, including access to data as provided herein. Each Party and its agents and subcontractors shall keep all security measures current and shall document its security measures implemented in written policies, procedures or guidelines, which it will provide to the other Party upon the other Party's request.

#### **ARTICLE 4**

#### **EXCHANGE OF STANDARD TRANSMISSIONS**

##### 4.1 Obligations of the Parties. Each of the Parties agrees that for the PHI,

- (a) it will not change any definition, data condition or use of a data element or segment as proscribed in the HHS Transaction Standard Regulation.
- (b) it will not add any data elements or segments to the maximum denied data set as proscribed in the HHS Transaction Standard Regulation.
- (c) it will not use any code or data elements that are either marked "not used" in the HHS Standard's implementation specifications or are not in the HHS Transaction Standard's implementation specifications.
- (d) it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specifications.

##### 4.2 Incorporation of Modifications to HHS Transaction Standards.

Each of the Parties agrees and understands that from time-to-time, HHS may modify and set compliance dates for the HHS Transaction Standards. Each of the Parties agrees to incorporate by reference into this Agreement any such modifications or changes.

#### 4.3 Code Set Retention.

If applicable, both parties understand and agree to keep open code sets being processed or used in this Agreement for at least the current billing period or any appeal period, which ever is longer.

#### 4.4 Business Associate Obligations.

- (a) Business Associate shall not submit duplicate transmissions unless so requested by Covered Entity.
- (b) Business Associate shall only perform those transactions, which are authorized by Covered Entity. Furthermore, Business Associate assumes all liability for any damage, whether direct or indirect, to the electronic data or to Covered Entity's systems caused by Business Associate's unauthorized use of such transactions.
- (c) Business Associate shall hold Covered Entity harmless from any claim, loss or damage of any kind, whether direct or indirect, whether to person or property, arising out of or related to (1) Business Associate's use or unauthorized disclosure of the electronic data; or (2) Business Associate's submission of data, including but not limited to the submission of incorrect, misleading, incomplete or fraudulent data.
- (d) Business Associate agrees to maintain adequate back-up files to recreate transmissions in the event that such recreations become necessary. Back-up tapes shall be subject to this Agreement to the same extent as original data.
- (e) Business Associate agrees to trace lost or indecipherable transmissions and make reasonable efforts to locate and translate the same. Business Associate shall bear all costs associated with the recreation of incomplete, lost or indecipherable transmissions if such loss is the result of an act or omission of Business Associate.
- (f) Business Associate shall maintain, for seven (7) years, true copies of any source documents from which it produces electronic data.
- (g) Except encounter data furnished by Business Associate to Covered Entity, Business Associate shall not (other than to correct errors) modify any data to which it is granted access under this Agreement or derive new data from such existing data. Any modification of data is to be recorded, and a record of such modification is to be retained by Business Associate for a period of seven (7) years.
- (h) Business Associate shall not disclose security access codes to any third party in any manner without the express written consent of Covered Entity. Business Associate furthermore acknowledges that Covered Entity may change such codes at any time without notice. Business Associate shall assume responsibility for any damages arising from its disclosure of the security access codes or its failure to prevent any third party use of the system without the express written consent of Covered Entity.

- (i) Business Associate shall maintain general liability coverage, including coverage for general commercial liability, for a limit of not less than one million dollars, as well as other coverage as Covered Entity may require to compensate any parties damaged by Business Associate's negligence. Business Associate shall provide evidence of such coverage in the form of a certificate of insurance and agrees to notify Covered Entity and/or HOI immediately of any reduction or cancellation of such coverage.
- (j) Business Associate agrees to conduct testing with Covered Entity to ensure delivery of files that are HIPAA-AS Compliant and to accommodate Covered Entity's specific business requirements.

#### 4.5 Confidential And Proprietary Information

##### (a) Proprietary Information

Business Associate acknowledges that it will have access to certain proprietary information used in Covered Entity's business. Covered Entity's proprietary information derives its commercial value from the fact that it is not available to competitors or any third parties, and the disclosure of this information would or could impair Covered Entity's competitive position or otherwise prejudice its ongoing business. Business Associate agrees to treat as confidential, and shall not use for its own commercial purpose or any other purpose, Covered Entity's proprietary information. Business Associate shall safeguard Covered Entity's proprietary information against disclosure except as may be expressly permitted herein. Such proprietary information includes, but is not limited to, confidential information concerning the business operations or practices of Covered Entity, including specific technology processes or capabilities.

### **ARTICLE 5 MISCELLANEOUS**

#### 5.1 Indemnification.

Business Associate shall indemnify, defend, and save harmless the State, CDCR, and CDCR's officers, employees and agents, against any and all losses, liabilities, settlements, claims, demands, damages, or deficiencies (including interest) and expenses of any kind (including, but not limited to, attorneys' fees) arising out of or due to a breach of the terms of this Exhibit to the Service Agreement, and arising out of Business Associate's acts or omissions in regard to the terms of this Exhibit to the Service Agreement. The foregoing indemnity is in addition to any other save harmless or indemnification set forth in this entire Agreement.

## 5.2 Term and Termination.

- (a) **Term.** The Term of this Agreement shall be effective as of the first date of commencement of services under this entire agreement, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) **Termination for Cause.** Upon a material breach by Business Associate of its obligation hereunder, Covered Entity may (i) terminate this Agreement and the Service Agreement; (ii) permit Business Associate to cure the breach; (iii) report the violation to the Secretary; and/or (iv) require Business Associate to take such other action as Covered Entity may request, at Business Associate's expense.

Covered Entity's remedies under this paragraph shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other. If Covered Entity elects to terminate the Agreement pursuant to a breach of terms and conditions of this Exhibit, Covered Entity shall be relieved of any further obligations under the entire Agreement, and shall be immediately entitled to a refund of any amounts prepaid from the date of the termination through the end of the payment period, on a pro rata basis.

The foregoing termination language is in addition to any other termination language set forth in the entire agreement.

- (c) **Effect of Termination.**
- (i) Except as provided in paragraph 5.2(c)(ii), upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- (ii) In the event that Business Associate determines that returning the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon Covered Entity's agreement that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

## 5.3 Disputes.

### HIPAA Appeal Procedures

CDCR has established and shall maintain an appeal procedure in accordance with CDCR Department Operations Manual, Section 22040.16. Business Associate agrees that



disputes arising under the terms of this Exhibit shall be resolved in accordance with the following:

1. Verbal Appeal  
Business Associate and CDCR's Privacy Officer, shall first attempt to resolve the problem by informal discussion. Business Associate agrees that CDCR's Division of Correctional Health Care Services shall be used as a resource in solving potential disputes.
2. Informal Appeal  
If the issue is not resolved at the verbal appeal level, Business Associate shall file, within thirty (30) working days, an informal written appeal specifying: the issue(s) of dispute, legal authority or other basis for Business Associate's position, supporting evidence, and remedy sought, with the CDCR Chief, Licensing and Information Systems, and provide a photocopy to the CDCR Assistant Deputy Director, Office of Business Services. The CDCR Chief, Licensing and Information Systems, shall make a determination on the issue and respond in writing within thirty (30) working days of receipt of the informal appeal, indicating the decision reached.
3. Formal Appeal  
Should Business Associate disagree with the informal appeal decision, Business Associate shall submit, within ten (10) working days after Business Associate's receipt of the decision of the informal appeal, to the CDCR Deputy Director, Division of Correctional Health Care Services, and a photo copy to the CDCR, Assistant Deputy Director, Office of Business Services, written notification indicating why the informal appeal decision is unacceptable, along with a copy of the original statement of dispute and a copy of CDCR's response. The CDCR Deputy Director, Division of Correctional Health Care Services, or his/her designee may meet with Business Associate to review the issues within twenty (20) working days of the receipt of Business Associate's notification and shall provide Business Associate with written notification of the decision within forty-five (45) working days from the receipt of the formal appeal.

The foregoing dispute process is solely for the purpose of disputes arising from the terms and conditions of this Exhibit. Disputes in relation to the scope of work and other terms and conditions shall be in accordance with any other dispute language set forth in the entire Agreement.

#### 5.4 Injunctive Relief.

Notwithstanding any rights or remedies provided for in Section 5.3, Covered Entity retains all rights to seek injunctive relief to prevent the unauthorized use of disclosure of PHI by Business Associate or any agent, contractor or third party that received PHI from Business Associate.

#### 5.5 Regulatory References.

A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

5.6 Amendment.

The Parties agree to take such action as is necessary to amend this Agreement from time to time to the extent necessary for Covered Entity to comply with the requirements of HIPAA and its regulations. All amendments to this Exhibit shall be in writing and signed by both parties through a formal amendment to the entire agreement.

5.7 Survival.

The respective rights and obligations of Business Associate and Covered Entity under Sections 4.5, 5.1 and 5.2(c) of this Agreement shall survive the termination of this Agreement.

5.8 Limitation of Damages.

Other than liabilities under Section 5.1, neither party shall be liable to the other for any special, incidental, exemplary, punitive or consequential damages arising from or as a result of any delay, omission, or error in the electronic transmission or receipt of any information pursuant to this Agreement, even if the other Party has been advised of the possibility of such damages.

5.9 Interpretation.

Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

5.10 Third Party Beneficiary

Unless otherwise set forth herein, nothing contained herein is intended, nor shall it be construed, to create rights running of the benefit of third parties.

5.11 Notices

Any HIPAA related notice required hereunder shall be deemed to be sufficient if mailed to the parties at the addresses below. In order to avoid unreasonable delay in the provision of the services to be rendered pursuant to this Agreement, Business Associate and Covered Entity shall each designate a specific "HIPAA" representative(s) for the purpose of communication between the parties. Such representative(s) may be changed upon written notice to the other party.

Business Associate/Covered Entity:

California Department of Corrections and Rehabilitation  
Privacy Officer  
HIPAA Compliance Unit  
Division of Correctional Health Care Services  
P.O. Box 942883  
Sacramento, CA 94283-0001

Telephone: (916) 327-1842  
Facsimile: (916) 327-0545

CCC-307

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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**PAYEE DATA RECORD**

STD. 204 (Rev. 6-2003) (REVERSE)

1	<p><b><u>Requirement to Complete Payee Data Record, STD. 204</u></b></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>								
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>								
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>								
4	<p><b><u>Are you a California resident or nonresident?</u></b></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <table border="0"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address:</td> <td>wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website:</td> <td>www.ftb.ca.gov</td> </tr> </table>	Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov	For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov
Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov						
For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov						
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>								
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>								
	<p><b><u>Privacy Statement</u></b></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>								

### Non-Small Business Preference Request and Subcontractor Acknowledgement

Name of Bidding Firm / Prime Contractor	CDCR IFB or RFP Number:
Total Dollar Value of Subcontractor Use	CDCR Bid Number:

This document confirms and acknowledges that the firm named below agreed to be identified by a bidding firm as a proposed small business or microbusiness (SB/MB) subcontractor or supplier for a CDCR agreement.

Subcontractor acknowledgements:

- A. The subcontracting firm named herein has committed to perform or provide services/labor or supplies equal to a percentage of the total bid/cost proposal price submitted by the bidding firm named above.
- B. The subcontracting firm named herein acknowledges the total dollar value of claimed participation identified above.
- C. The subcontracting firm named herein agrees to provide the following subcontracted services/labor or supplies under the resulting contract if the bidding firm named above receives the contract award:

Provide a brief description in the box below of the commercially useful function(s) that the subcontractor/supplier identified herein will provide or supply. Attach additional page(s) if necessary.

The subcontracting firm named herein understands it is its sole responsibility to contact the bidding firm named above to learn if the Proposer was awarded the contract pursuant to the referenced bid number and to confirm its subcontract agreement. If the bidding firm named above receives an award based in part on non-small business subcontractor preference, the bidding firm/contractor is obligated to use each SB/MB subcontractor or supplier identified in its proposal unless a subcontractor substitution is requested after contract execution pursuant to Public Contract Code Section 4107 and Title 2 California Code of Regulations Section 1896.10.

The person signing below certifies the information supplied on this form is true and accurate to the best of their knowledge and agrees to allow the State to confirm this information, if deemed necessary.

<b>Net Dollar Value of SB/MB Subcontractor Agreement:</b>	<b>Total SB/MB Percentage:</b>	SB/MB Certification #:	SB/MB Certification Expiration Date:
Name of Proposed Subcontractor/Supplier:		Date Signed:	
Street Address:	City:	State:	Zip Code:
Telephone Number: (    )	SB/MB E-mail Address (if applicable):	SB/MB Federal Employer ID (FEIN) #:	
Printed/Typed Name:	Title:	<b>Signature of Subcontractor/Supplier Representative:</b>	
<b>For State Use Only</b> Information Verified by:		Date:	

**DARFUR CONTRACTING ACT**  
**Bid Number: 600001178**

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company, or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

Select only one of the following options:

**OPTION #1 – NO ACTIVITIES OUTSIDE THE US**

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, print your company name, date and signature below:

<i>Company/Vendor Name (Printed)</i>	<i>Date</i>
<i>By (Authorized Signature)</i>	

**OPTION #2 - CERTIFICATION**

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State Of:</i>

**OPTION #3 – WRITTEN PERMISSION FROM DGS**

Pursuant to Public Contract Code Section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code Section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code Section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	

### IRAN CONTRACTING ACT

Bid Number: 6000001178

Per Public Contract Code §§ 2200- 2208, prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code § 2203(c) or (d).

To comply with this requirement, please insert your company/vendor name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code § 2205)

#### **OPTION #1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>	
<i>By (Authorized Signature)</i>			
<i>Printed Name and Title of Person Signing</i>			
<i>Date Executed</i>		<i>Executed in the County and State of</i>	

#### **OPTION #2 – EXCEPTIONS**

Pursuant to Public Contract Code § 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into or renew, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>	
<i>By (Authorized Signature)</i>			
<i>Printed Name and Title of Person Signing</i>			
<i>Date Executed</i>		<i>Executed in the County and State of</i>	

### SUBCONTRACTOR/CONSULTANT LIST

THIS FORM MUST BE COMPLETED AND RETURNED TO THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION, OFFICE OF BUSINESS SERVICES, P.O. BOX 942883, SACRAMENTO, CA 94283-0001.

	<input type="checkbox"/> I will NOT use any subcontractors or consultants in the performance of this Agreement.	Federal Employer ID # :
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The following information **MUST** be provided for **ALL** subcontractors or consultants used by the contractor to perform any labor or render any services under this Agreement. In addition, if known, please indicate whether the subcontractor/consultant is a Small or Micro business or Disabled Veteran Business Enterprise (DVBE) by placing an "X" in the appropriate column and include their Department of General Services (DGS) Reference Number. If a subcontractor(s)/consultant(s) will be used, but no selection has been made, identify the service and estimate the dollar amount of services. If additional space is needed, supplementary sheets in the format below may be attached to this list.

SUBCONTRACTOR OR CONSULTANT NAME, ADDRESS AND PHONE NUMBER	SERVICES TO BE PERFORMED	DOLLAR AMOUNT OF SERVICES	CHECK IF A				DGS REFERENCE NUMBER
			SMALL BUSINESS	MICRO BUSINESS	DVBE	N/A	
NAME: ----- STREET ADDRESS: ----- CITY, STATE, ZIP: ----- PHONE NUMBER: -----							
NAME: ----- STREET ADDRESS: ----- CITY, STATE, ZIP: ----- PHONE NUMBER: -----							
NAME: ----- STREET ADDRESS: ----- CITY, STATE, ZIP: ----- PHONE NUMBER: -----							
NAME: ----- STREET ADDRESS: ----- CITY, STATE, ZIP: ----- PHONE NUMBER: -----							
NAME: ----- STREET ADDRESS: ----- CITY, STATE, ZIP: ----- PHONE NUMBER: -----							

**ACORD****CERTIFICATE OF INSURANCE**

ISSUE DATE (MM/DD/YY)

PRODUCER:

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

COMPANY LETTER **A**

COMPANY LETTER **B**

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

INSURED:

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> _____				GENERAL AGGREGATE	\$
					PRODUCTS-COMP/OP AGG.	\$
					PERSONAL & ADV. INJURIES	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (Any One person)	\$
					MED. EXPENSE (Any One person)	\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (Per Person)	\$
					BODILY INJURY (Per Person)	\$
					PROPERTY DAMAGE	\$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
	<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b>				STATUTORY LIMITS	
					EACH ACCIDENT	\$
					DISEASE-POLICY LIMIT	\$
					DISEASE-EACH EMPLOYEE	\$
	<b>OTHER</b>					

**DESCRIPTION OF OPERATIONS/LOCATION/VEHICLES/SPECIAL ITEMS Re: All operations**

The State of California, its officers, agents, employees and servants are hereby named as additional insured but only with respect to work performed for the State of California.

**CERTIFICATE HOLDER**

California Department of Corrections and Rehabilitation  
 Office of Business Services  
 10000 Goethe Road Suite C-1  
 Sacramento, CA 95827  
 FAX (916) 255-6187

**CANCELLATION**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions: